



4/15

Property Management Agreement

Between:

Northwest Atlanta Properties
3380 Trickum Rd #1300/100
Woodstock, GA 30188
(GA Firm H-63993)

And

Owner:

SSN or Tax ID:

Mailing Address:

Phone Numbers:

Email Address:

For Properties Located At:

Date of Agreement:

State Law Prohibits Broker from Representing Owner as a client without first entering into a written agreement with Owner under O.C.G.A. 10-6A-1 at. Seq.

1) **PARTIES** Owner, _____, and Broker, Northwest Atlanta Properties, mutually agree as follows:

Broker. Owner exclusively appoints Broker to manage on Owner's behalf the properties known as: _____ and Broker accepts this exclusive agency appointment, upon the terms and conditions set forth in this Agreement.

2. RENTAL INFORMATION Broker shall determine lease terms and rent schedule, and will attempt to obtain the maximum rent available in the current rental market. Net Proceeds of rent collected by the Fifth of the month will be forwarded to the Owner by the Fifteenth of the same month with a copy of the Owner's Statement, showing receipts and charges to the Owners' account.

Desired Monthly Rental Minimum \$ TBD

Occupancy Availability Date

Desired Lease Period 12+ months

Pets Allowed Yes / No

Note: Leases are subject to the provisions of Owners Association By-Laws and House Rules, City Ordinances, and State and Federal laws.

3. TERM The term of this agreement is for a twelve (12) month period, commencing on _____ Date and thereafter for annual periods. This agreement may be canceled by either party upon forty-five (45) days written notice to the other party. Termination of this agreement does not invalidate any existing rentals agreements made by Broker on Owners behalf. Should Owner sell or exchange the unit, or desire to occupy the Unit on a permanent basis, all legal provisions of Georgia Law must be met. If either party takes action or fails to take action such that there is a violation of State or Federal Law either party may immediately terminate this contract by providing the other party written notice.

4. BROKER DUTIES

(A) **Rentals and Collections.** During the term hereof, Broker shall use its best efforts to obtain renters for the unit and to collect all rents and deposits for the unit. Broker shall investigate carefully each prospective tenant. Broker may accept payment in cash, money orders, or personal check, but shall not be liable to owner for ultimate collection of such personal checks.

(B) **Advertisements:** Broker may advertise Property for lease for lease in all media (including the internet) and reproduce and distribute images of property in connection therewith. Owner agrees not to place any advertisements without prior written permission of Broker. Broker is hereby authorized, but not required to, place a for rent sign on the property. Broker is authorized to procure tenants to lease Property in cooperation with other real estate brokers and their affiliated licensees and offer them a cooperating lease commission. Broker may distribute leasing information (including rent to be paid) to other brokers using the multiple listing service(s), and said cooperating brokers and their licensees may with permission of Broker (which permission may be granted or denied in the sole discretion of Broker) republish such information in other media. Broker and other real estate brokers and their affiliated licensees may show Property without first notifying owner.

(C) **Lockboxes** Owner does hereby authorize Broker to place a lockbox on the Property to be used in connection with the marketing, inspections, and leasing of the Property. In order to minimize the slight risk of a criminal using the lockbox key for such criminal purposes Owner agrees to remove all valuables or put them in a safe place and take any other measures Owner believes are appropriate to protect Owners' Property and all persons occupying the Property.

(D) **Security Deposit Funds:** Broker shall collect and hold security deposits on tenants' behalf, to be used to replace or repair items damaged by tenant, applied towards cleaning of Unit chargeable to tenant, refunded to tenant or disbursed to Owner. Broker shall deposit all funds collected for the Owner in a federally insured bank in Georgia. (Currently Bank of America.) Owner authorizes Broker to hold such funds in Brokers trust account and all interest earned on said account is the property of the Broker. If this management agreement is terminated Owner shall designate another real estate broker in Georgia to hold the security deposit and shall give notice to the tenant and Broker of the same. Upon such notice being given Broker shall transmit within thirty (30) days the security deposit to the newly designated Broker. Owner does hereby consent to such transfer and agrees that Broker shall thereafter be relieved of any and all responsibility and liability for the same. If broker doesn't designate a new Broker to hold the security deposit within thirty (30) days of the date of termination of the management agreement with Broker, the Owner shall be obligated to pay Broker a monthly fee of \$10 for each month thereafter during which the Broker

acts as the escrow Broker with respect to the security deposit.

(E) **Distribution of Income to Owner.** Broker shall deduct from gross rental income received Broker Fees, reimbursements for authorized expenditures and other agreed upon fees. To the extent there are amounts available for distribution, Broker shall distribute to the amount to Owner or as Owner may have directed Broker.

(F) **Broker Payment of Funds.** Broker shall not be required to perform any act or duty hereunder (including emergency repairs) involving the expenditure of money unless Owner has sufficient funds in Owner's account. Broker shall not be responsible for loss sustained by Owner for the reason of nonpayment or late payment of any expenses.

(G) **No Undisclosed Fees.** Broker agrees to not to collect or charge undisclosed fees, rebates, or discounts.

(H) **Form 1099:** Broker shall prepare and file on the Owners behalf all 1099 forms of the IRS required by law relative to expenses paid by Broker.

(I) **Sale of Property:** If Owner sells property to a tenant (or to a spouse or relative or roommate of such tenant or to any entity of these parties obtained by Broker either during the term of the lease of thereafter Owner will pay Broker a commission of 3% of the sales price for which Property is sold, this commission would be split with any referring agent and does not include any agreed upon commission paid to an agent representing the buyer/tenant. Owner shall give immediate notice to Broker if and when (a) Owner enter into a contract to sell property; or (b) Owner closes on sale of Property to another. This obligation shall survive the expiration or termination of this Agreement.

(I) **Additional Services.** Any additional services not listed herein which Owner may request Broker to perform shall be by Mutual Agreement with appropriate additional compensation.

5. BROKER FEES AND EXPENSES

(A) **Broker Fees.** Owner shall pay to Broker as compensation:

1. An initial fee for renting the unit of 75% of the first full month's gross rental received to place a new tenant.
2. A monthly fee for management of the home equal to 10% of the monthly gross income thereafter.
3. The Broker will collect no fee if the unit is unrented. If the unit is receiving compensation (i.e. rental protection for a fire) the monthly fee will be the monthly percentage in 2. above. Under these conditions the Broker will monitor the corrective actions, keep the owner updated, and rent the unit when available.
4. The Broker will retain 50% of any Late Fees or Non-Sufficient Fund Fees as compensation for effort in collection and may forgo collecting these fees from tenant if it ensures the tenants will pay in a timely manner.

(B) **Authorized Expenditures.** Owner hereby authorizes Broker to accrue and make disbursements from Owners' Funds for, and to undertake at Owners expense the following: Cleaning of unit between tenants including minor repairs, window washings, carpet cleaning, extermination, and other customary services to maintain normal standards, where not charged to tenant's security deposit. Making replacements and repairs, if Broker deems necessary, or advisable, provided that any single expenditure in excess of **Five Hundred (\$500.00)** shall not be incurred without Owners consent - except for emergency items or repairs deemed necessary by the property manager. Broker may make, contract, and/or supervise all contractors and/or employees required for the operation and maintenance of the property; it being agreed that any employees hired shall be employees of the Owner and not the Broker and that Broker may perform any of its duties through Owners attorneys, agents, or employees and shall not be responsible for their acts, defaults or negligence if reasonable care have been exercised in their appointment and retention.

(C) **Failure to Pay Fees or Expenditures.** Should Owner fail to pay all the fees or reimburse Broker for authorized expenditures, Broker may pay itself out of the rental proceeds from the Unit or out of other funds held by Broker in Owners account.

6. LIMITS ON BROKERS AUTHORITY AND RESPONSIBILITY: Owner acknowledges and agrees that Broker :

A. May show the property or allow the property to be shown to prospective tenants.

B. Shall not be responsible to advise the Owner on any matter including but not limited to the following: any matter that could have been revealed through a survey title search or contractors inspection of the property; the condition of the property, any portion thereof or any item therein; building products and construction techniques; the necessity and/or cost of any repairs; mold, hazardous waste, toxic materials or substances, termites and other wood-destroying organisms, the tax and legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the property; any conditions existing off property which may affect property; the terms, conditions, and availability of financing; and the uses and zoning of the property whether permitted or proposed. Owner acknowledges that Broker is not an expert with respect to the above matters and that if these or any other matters are of concern Owner should seek independent expert advice relative thereto. Owner also acknowledges that Broker shall not be responsible to monitor or oversee any portion of any construction or repairs to the property and that such tasks clearly fall outside the scope of real estate brokerage services.

- C. Shall owe no duty to Owner nor have any authority to act on behalf of Owner other than what is set forth in this agreement.
- D. Shall make all disclosures required by law.
- E. May disclose all information about property to others.
- F. Shall under no circumstances have any liability greater than the amount of the real estate commissions paid hereunder to Broker (excluding any amount paid to a cooperating real estate broker) or if no real estate commission is paid to Broker then a sum not to exceed one hundred dollars.

6. DUTIES OF OWNER

(A) Owner certifies that unless provided otherwise herein that all appliances are in good working order and repair. Owner certifies that Property is in good and habitable condition and Owner will at all times be responsible for the maintenance of the property in accordance with all applicable laws/ordinances/and/or regulations of homeowner associations, government authorities and local ordinances.

(B) **Minimum Balance in Owners Account.** Owner shall deposit with Broker the sum of **\$500**, which Broker may apply for expenses incurred on account of Owner or for Broker's fees earned hereinafter. If the balance in Owners account should be less than that upon receipt of monthly statement, Owner shall, within ten (10) days thereafter, deposit with Broker sufficient funds to increase the balance in Owners account to that sum.

(C) **Inventory List.** Owner shall provide to Broker and update as needed a complete inventory of furniture and fixtures in the unit.

(D) **Keys and House Rules.** Owner shall furnish Broker with three complete sets of keys to the unit. One set shall be retained by Broker, and two sets to be furnished to tenant; two copies of the House Rules; and copies of all service contracts in effect on the premises.

(E) **Owner shall maintain adequate fire and extended coverage insurance on the property** and will at all times maintain landlord's liability insurance for the Owner and will name Broker as additionally insured and shall furnish Broker with a copy (or certificate) of the liability insurance policy and such fire and extended coverage insurance policies on the Property. Owner further certifies that Owner is unaware of any environmental contamination, or hazardous, toxic, dangerous or unsafe conditions or products on the property.

(F) **Owner shall keep all mortgage obligations, property taxes, association fees, and/or any other obligations, which could lead to a foreclosure action against the Property and paid in full as required.** Should Broker be notified that a foreclosure action has been initiated against the subject Property the Owner authorizes Broker to freeze all of the Owners funds related to that property and Broker will make no further disbursement to the Owner. Owner will have 60 days to correct and make current the obligation that initiated the foreclosure action. Should owner fail to make current the obligation and thereby stop the foreclosure action Owner authorizes Broker to refund the security deposit to the tenant and deduct from Owners funds on hand with Broker all amounts due to Broker or tenant including but not limited to any refund to tenant of prorated rent or expenses and all of the management fees that would be due to Broker through the end of the current lease term. Owner and Broker agree that the tenant is not a third-party beneficiary and nothing in this paragraph shall limit Broker's other legal remedies to collect from Owner any unpaid fees due to Broker. By signing this agreement Owner certifies that all payments are current.

(G) **Notice of Propensity of Flooding.** In accordance with OCGA 44-7-20 Owner hereby certifies to Broker the following: some portion of any or all of the living space or attachment thereto **has not** been flooded at least three times in the past 5 years immediately preceding the execution of this management agreement. Flooding is defined as the inundation of a portion of the living area caused by increased water level in an established water source such as a stream, river, or drainage ditch or as ponding of water at or near the point where heavy or excessive rain fell.

(H) **Lead Based Paint.** If any part of the dwelling located on the Property was built before 1978 or if Owner does not know when the property was built Owner agrees to provide a written disclosure by Owner of the presence of known lead-based paint or other lead-based paint hazards if any in or around the dwelling. This includes reclaimed mantles and built-in furniture.

(I) **Hold Harmless and Indemnity.** Owner shall save and hold Broker harmless on account of any damages to the unit or from loss of or damage to any furniture, fixtures, and other articles therein and from any and all injury to any person or persons whomsoever, from any cause whatsoever in or about said unit. Owner agrees to reimburse for all costs and expenses including attorney's fees paid or incurred by Broker in connection with the defense of any claim or demand. Broker shall not be liable to Owner for any error of judgment or for any mistake of law or fact or for anything it may do or refrain from doing except in cases of willful misconduct or gross negligence.

(J) **Nondiscrimination.** Owner and Broker hereby agree to fully comply with all state and federal fair housing laws and regulations and shall not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, handicap or familial status.

8. **NO IMPUTED KNOWLEDGE** Owner acknowledges and agrees that with regard to any property in which the Owner intends to rent there shall be no knowledge imputed between Broker and Brokers Licensees. Broker and Broker's licensees shall be deemed to have only actual knowledge of such properties.

9. **GOVERNING LAW** This agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the state of Georgia. Fax and email signatures are legally binding.

10. **COMPLETE AGREEMENT.** The agreement constitutes the sole and entire agreement between the parties, No representation, promise or inducement not included in the agreement shall be binding upon any party hereto. This agreement and the terms and conditions herein may not be amended, modified, or waived except by the written agreement of the owner. The failure of the parties to adhere strictly to the terms and conditions of this agreement shall not constitute a waiver of the right of the parties to insist on such strict adherence.

11. **RESPONSIBILITY TO COOPERATE.** All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this agreement.

12. **POWER OF ATTORNEY.** Owner hereby makes, constitutes, and appoints Broker with full power of substitution, his true and lawful attorney-in-fact:
(A) To sign and acknowledge and lease of the Unit pursuant to the terms hereof;
(B) To take any action, including eviction of any tenant, necessary to enforce compliance with such leases. Broker may employ attorneys and incur court costs and litigation costs at Owners expense for any and all of these things. Broker, is at it's discretion, also authorized to settle or compromise any such legal actions or proceedings. The foregoing grant of authority is a Special Power of Attorney coupled with an interest, is irrevocable during the term of this agreement and without limitation, and shall survive the incapacity or death of the Owner.



13. NOTICES.

All notices and demands thereunder shall be in writing and shall be served by personal service, by leaving a copy of such notice or demand at the address hereinafter set forth or by mailing a copy by certified or registered mail, postage prepaid, with return receipt requested, addressed as follows:

OWNER: BROKER:

Northwest Atlanta Property Management
3380 Trickum Rd 1300/100
Woodstock, GA 30188

14. MISCELLANEOUS.

This agreement contains the entire agreement between the parties and may be modified only in writing signed by the parties. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the Broker, and the heirs, administrators, executors, successors, and assigns of the Owner. It shall be governed by the laws of the State of Georgia and if provisions of the agreement are in conflict therewith, such provisions shall be severed, and the remainder of this agreement shall be fully effective.

Signed in duplicate on _____.

Receipt of a copy of this agreement is hereby acknowledged by each party.

Owner Signature

Date

Owner Signature

Date

Agent or Broker Signature

Date

Jon Burke, Mike Stott and Donna Stott Owners, Northwest Atlanta Property Management