



## Property Management Agreement

2015 3<sup>rd</sup> Ave N  
Birmingham, AL 35203  
(205) 202-4118

This is an agreement by and between Atlas Rental Property, LLC, hereinafter referred to as “Agent” and \_\_\_\_\_, hereinafter referred to as the “Owner”, for the management of the rental property located at \_\_\_\_\_ owned by said Owner unless otherwise specified in the “Additional Notes” section of this contract.

1. Effective upon the execution hereof, Owner hereby employs Agent the exclusive authority to rent and manage all properties for a minimum period of 12 months. This contract will automatically renew on an annual basis until either party terminates the contract by providing a 45-day written notice to the other party.
2. Owner agrees to pay to Agent as fees for Agent’s management service as follows:
  - a. Standard nine percent (9%) of the collected gross rental income each month. Warrior Club status may dictate lower standard rate.
  - b. Tenant placement fee equal to the amount of the first month’s rent upon the rental of a vacant property. Fee reduced accordingly based on the lease term obtained by the Agent.
  - c. Tenant renewal fee of \$500 if the Agent signs a current tenant to a new lease with a term of at least two additional years. Fee reduced accordingly based on the renewal lease term obtained by the Agent.
  - d. Fifty Percent (50%) of any Late Fees collected to pay for the collection process.
  - e. Nine percent (9%) admin fee on bills Agent pays on behalf of owners.
  - f. If a property is sold to a tenant that has leased a property through the Agent, the Agent will receive a sales commission equal to six percent (6%) of the gross sales price so long as there is not another Agent involved. The Agent will be responsible for representing the Owner’s best interest upon the sale of the property in this situation.
  - g. Owner agrees that normal property management does not include monthly inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, preparing property for sale, supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, legal proceedings, or insurance related paperwork and estimates. If Agent performs services not included in normal property management or specified above, Owner shall pay Agent a fee of \$75 per hour. For fire restoration, rehabilitation, major repairs or insurance claims, Owner will pay the full cost of such repairs plus an oversight fee of 20% of such repairs.
3. Security deposits shall be held by Agent in a trust account on behalf of Owner and financial responsibility of such security deposits is that of Agent. The disposition of the security deposits of all tenants shall be the sole discretion of Agent. Any trust account Agent maintains under this agreement may be interest-bearing and Agent is entitled to any accrued interest on security deposits as additional fees for services. Security deposits not returned to the tenant will be retained by Owner in the event the deposit is forfeited by the tenant set forth by the terms of the lease. If it becomes necessary to make adequate repairs to the property upon the move-out of a tenant that has forfeited the deposit, the security deposit will be retained by Agent to cover the cost of those repairs; the remainder, if any, will be returned to Owner.
4. Normal Wear and Tear: The Owner understands that some “wear and tear” expenses will occur and that these costs cannot be charged to a Tenant. Owner agrees and understands that Owner will be responsible for such “wear and tear” expenses, which includes, but is not limited to cleaning and routine maintenance of the property.
5. Owner agrees to allow Agent to collect any late rent fees, rental application charges, insufficient funds charges, or any additional fees, charges, or forms of revenue without obtaining permission from Owner to collect these charges.

6. All rent, charges, fees, or additional forms of revenue will be forwarded to the owner no later than the end of the month (not to include financial institution processing days).
7. Agent requires Tenant Liability Insurance for all tenant(s). If the tenant is not able to provide proof of their own policy, an additional fee, collected by the Agent, is added or included in monthly rent to insure tenant(s) legal liability for damage to owner's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage when caused by tenant.
8. Owner agrees to indemnify and hold Atlas Rental Property, LLC harmless from all damages, lawsuits, and liabilities in connection with the management of any and all properties managed. The covenants and agreements contained in this paragraph shall inure to the benefit of, and may be enforced by, the successors and assigns of each party and shall survive any termination of the relationship between the parties, whether such termination is at the instance of either party, and regardless of the reasons therefore.
9. At all times during this agreement, Owner must maintain in effect a Landlords Policy that names Agent as an additional insured and covers losses related to the property in an amount of not less than \$500,000 per occurrence.
10. Owner hereby grants Agent the following full authority and power to assume the following responsibilities and agrees to assume and pay through Agent any expenses in connection with said responsibilities:
  - a. To sign or terminate lease contracts for Owner's property or any part thereof.
  - b. To evict tenants, recover possession, and prosecute any actions necessary in connection with Owner's property.
  - c. To act for and on behalf of the Owner for the purpose of service of process and receiving and receipting for notices and demands and to prosecute and recover rents or other charges in the name of the Owner, and to settle, compromise, release actions or suits, or reinstate tenancies in the name of the Owner. Owner agrees that they are responsible for payment of all legal fees including but not limited to court cost, attorney fees, subpoena fees, sheriff's set-out fees, writ of possession fees, process server fees, collection fees, or any other attorney or court fee associated with the property.
  - d. Owner agrees to accept the terms of the collection agency's standard contract when executed for Owner by Agent. When acting in a collection capacity to collect funds due from ex-tenants, Agent will, at Agent's expense, pay all legal fees and costs associated with the collection of such account and Agent will be entitled to retain 40% of all funds collected for this service in addition to the management fee as listed in Section 2. Upon the termination of this Agreement, the Owner shall provide to the Agent a valid forwarding address, in writing, to which collected amounts owed to Owner may be mailed. If the Owner fails to provide a valid forwarding address, the Agent shall mail, by first class mail, the collected amounts owed to Owner at the last known address of the Owner or, if none, to the address supplied herein. Any money unclaimed by the Owner as well as any check outstanding shall be forfeited by the Owner after a period of 90 days.
  - e. To contract any repairs that the Agent deems necessary to the property that do not exceed \$500 without first obtaining the prior approval of Owner.
  - f. To authorize Agent to make necessary move-out renovations between tenant(s) to bring the property back to standard rent-ready conditions (may exceed \$500). Agent agrees to not make repairs they deem nonessential during move-out process without prior approval.
    - i. Locks will be rekeyed each time a new tenant occupies the property, at the Owner's expense.
    - ii. A Move-out Admin Fee of \$99 will be added as part of the oversight and quality control of the move out process.
  - g. To contract for emergency repairs to the property without Owner's prior approval. Emergency repairs include but are not limited to anything that poses a health or safety hazard to the tenant or any other parties associated with the property or community.
  - h. To hire, discharge, and supervise all labor and contractors for the operation and maintenance of the premises. It is agreed that all contractors shall be deemed independent contractors of Owner and not Agent, and that Agent may perform any of its duties through Owner's attorney's agents, employees, or independent contractors and will not be responsible for their acts, defaults, or negligence if reasonable care has been exercised in their appointment and retention.
  - i. To make contracts for services such as utilities, pest control, or other services that the Agent deems advisable or necessary. Owner agrees to be responsible for the payment of all reasonable service contracts entered into on their behalf.
  - j. To determine any discounts, credits, prorated amounts, lease dates, lease lengths, rental amounts, deposit amounts, renewal terms, and payment arrangements on any and all properties, as long as Agent is working in Owner's best interest and will not reimburse owner for said determinations.

11. Any and all charges owed to Atlas Rental Property, LLC will be deducted from rents and collections, which includes not only the specific property where the debt is owed but also, any and all charges owed to Agent for other properties that Agent manages for Owner. When a balance to Agent is present, it may request payment in full at any time from any property of Owner that Agent manages for Owner.
12. The Agent agrees to auto-enroll property to annual property/HVAC inspections at a cost of \$99 per inspection to the owner. The Owner may opt out at any time with a 30-day written notice to Agent.
13. Agent agrees to represent the Owner's best interest. Agent agrees to assume the responsibilities that include but are not limited to the following:
  - a. To the management of the above-described property.
  - b. To provide services for the rent, operation, maintenance, and management of said property.
  - c. To verify credit, employment, income, rental history, and other relevant information to assist in making a determination of a tenant's creditworthiness in renting said property.
  - d. To render a monthly accounting of receipts, fees, revenues, charges, costs, and expenses. Agent will remit a balance to Owner along with the timely payment of the rent less any amounts owed to the Agent.
  - e. To immediately notify the owner in the event of any casualty damage to the property as soon as it is made known to the Agent.
14. The parties will comply with all obligations, duties, and responsibilities under all applicable state and federal laws, including Fair Housing laws, and any other statute, administrative rule, ordinance, or homeowner's association covenant applicable to the property.
15. Owner's Cooperation; Owner agrees to:
  - a. Not contact, deal with, or negotiate with any prospective or current tenant in the property concerning any matter related to the management or leasing of the property, but refer all such items to Agent
  - b. Not enter into a sales listing agreement or property management agreement with another Broker/Agent for the sale, rental, leasing, or management of the property to become effective during this agreement
  - c. Provide Agent with minimum 14 day notice to sell.
  - d. Upon entering into a listing agreement with an outside Agent/Broker, this contract will terminate immediately and additional External Agent sale addendum will apply.
  - e. Upon entering into a listing agreement with a third-party sales platform, additional sales addendum will apply
  - f. Notify Agent in writing a minimum of 120 days prior to the lease expiration date if Owner does NOT want Agent to perform a lease renewal.
  - g. Assist with compliance with all Federal, State, and Local Fair Housing Laws
16. In the event Owner wishes to take the property off of the leasing market in order to perform renovations, place the property for sale or such other reason, Owner agrees and understands that all management duties of Agent will cease until a decision is reached to place the property back on the leasing market. During any time period the Owner removes the property from the leasing market, it is further agreed and understood that Agent will be released from any and all property oversight and any and all accompanying liability and that Owner assumes all responsibility for the property, including but not limited to, access to the property, supervising, securing or maintaining the property or individuals entering or exiting the property as of the effect date of the notice and at Agent's request, Owner will sign a written acknowledgement of the above. Owner agrees to notify Agent in writing as soon as Owner decides to place the property back on the leasing market or to terminate the contract by providing a 45-day written notice as set forth above. Once written notification is received, Agent will then proceed accordingly with either reinstating management of the property or final termination of this contract.
17. Lien for Fees and Expenses. The Owner hereby grants the Agent a lien for management service fees, expenses, repairs, or any other amount owing or accruing hereunder or owing or accruing of or relating to the Agent's actions under this Agreement, upon the property listed herein. Before Owner transfers any interest in the property listed herein, Owner must pay Agent all amounts due under this Agreement. This lien for amounts owing Agent shall survive any termination or expiration of this Agreement and shall continue in effect during all such periods Agent is engaged to lease the premises.
18. Confidential Information. Owner and Agent have exchanged and continue to exchange certain confidential information relating to the leased property, including, but not limited to, financial, rents, marketing, reporting, claims, repairs, remodeling, development and operation of or concerning the leased property in order for Agent to perform its services under this Agreement, which such confidential information includes, but is not limited to, any and all information related to the Agent or Agent's business generally that is exchanged between, received from or provided to Owner from time to time pursuant to this Agreement. Both parties agree that all such information will be kept confidential.

19. Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail address. All terms and conditions of this agreement are subject to change by Agent, with a 30-day notice to Owner.
20. This agreement will be binding upon the successors and assignees of Agent, and the heirs, administrators, executors, and successors, and assigns of Owner.
21. Additional Notes: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Agents Name and Contact Number: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Owner's Contact #: \_\_\_\_\_

Alternate Contact #: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Owners Address: \_\_\_\_\_ Make Checks Payable To: \_\_\_\_\_

\_\_\_\_\_ SSN or EIN: \_\_\_\_\_

Owner Signature(s): \_\_\_\_\_ Property Manager Signature: \_\_\_\_\_