



### Rental Management Agreement

Access Group USA, LLC DBA Access Realty as Rental Management Agent (AGENT) and \_\_\_\_\_ (OWNER) on \_\_\_\_\_ (START DATE) make and enter into this agreement: OWNER employs AGENT to solely and exclusively rent and manage the PROPERTY located at \_\_\_\_\_ (PROPERTY ADDRESS) under the conditions set forth in this agreement beginning on the start date and expiring one year from the start the expiration of any lease held on Property, whichever occurs last. This agreement will automatically renew itself for successive periods of one year. To terminate this contract, written notice must be sent via certified mail to Agent, 90 days in advance of the automatic renewal date. Additionally, this agreement cannot be terminated while there is an existing tenant lease in place.

#### AGENT AGREES:

**Laws:** To accept the management of the PROPERTY for the period stated and the terms specified within this contract. AGENT abides by all Federal, State and Local Laws concerning all Tenant/Landlord Acts including but not limited to discrimination and will negotiate leases without regard to race, creed, age, sex, sexual orientation or national origin.

#### Accounting:

- 1. Accounts Payable:** To remit on behalf of the Owner payment on outstanding bills including but not limited to: Insurance, Utilities, and Maintenance. AGENT will not advance AGENT'S own funds on behalf of the OWNER at any time. In the event there are non-sufficient funds in the account the OWNER holds harmless AGENT. It is understood that First and Foremost AGENT will receive payment for services rendered prior to OWNER receiving disbursements of remaining funds.
- 2. Collect Rent:** To strictly enforce our rental policy by promptly collecting rent as required by the terms and conditions of tenant leases.
- 3. Rental Proceeds:** To remit to OWNER on or about the 10th of each month a statement of receipts disbursements and charges and rental proceeds that may apply over and beyond the reserve operating balance of \$500 to OWNER. In the event disbursements and charges are in excess of receipts, OWNER agrees to pay the excess within fourteen (14) days of receiving the monthly statement. \*(Note) Proceeds are released one month in arrears of receipt of rent.

#### Property Management:

- 1. Site Inspections:** To complete various site inspections of the interior and exterior of OWNER'S PROPERTY throughout the year.
- 2. Maintenance:** To acquire and administrate maintenance services as needed at a competitive market rate. OWNER agrees that maintenance and repairs will be assessed a 10% fee for administration with a limit of \$250 per repair. Agent agrees to provide 24-hour emergency service as necessary.
- 3. Tenant Acquisition**
- 4. Pre-Screen:** To prescreen all tenants based on screening criteria set forth by AGENT, and to solely determine tenant qualification based on AGENT'S expertise.
- 5. Marketing:** To market the property on behalf of Owner

**OWNER AGREES:**

1. To give the AGENT the following authority and agrees to assume all expenses connected with the items contained within b, c and d.
  - i. To allow the property to be advertised, to allow a sign to be placed or displayed on the PROPERTY and to use any and all methods possible to Market said lease.
  - ii. To obtain and secure a lease for rental of the PROPERTY.
  - iii. To allow the AGENT to enforce the lease.
  - iv. To allow Agent to investigate a residential history, financial credit background and criminal background verification on each applicant and to approve or deny those applicants at AGENT'S sole discretion.
  - v. To negotiate and sign leases for terms of not less than seven (7) months but no greater than twenty-four (24) months. Standard leases are twelve (12) months.
  - vi. To renew or cancel existing leases at AGENT'S discretion.
  - vii. To not contact tenant direct for any reason
  - viii. To not list the property for sale while under AGENTS Maintenance administration.
2. To allow AGENT to terminate tenancies and sign and service notices that the AGENT deems necessary to prosecute for and recover rent to instigate eviction procedures. OWNER will be responsible to pay expenses as a result of litigation including attorney fees and court cost that may not be recoverable from tenant(s). AGENT is authorized to select the attorney to handle such litigation or eviction proceedings.
3. To advance the AGENT \$500.00 for the creation of an OWNER'S operating maintenance fund. To allow AGENT to make repairs, provide maintenance services and purchase supplies for the PROPERTY as necessary. Agent will make every effort to notify OWNER prior to commencement of major maintenance. However, in the event of an emergency or, OWNER fails to respond, Owner understands that AGENT must promptly service any and all maintenance issues and is hereby authorized to take necessary action, especially since lease agreement is in the name of AGENT.
4. AGENT will provide a weekly pool service at OWNER'S expense to ensure that the pool is properly maintained where applicable. AGENT will provide at the OWNER'S expense lawn care and pool care if applicable during the time that the home remains vacant. In addition, OWNER is responsible for cost involved with the proper maintaining of the lawn should tenant neglect to maintain lawn. AGENT agrees to attempt to recover from Tenant any cost to the OWNER that was paid by OWNER for proper lawn maintenance during the leased period.
5. To allow AGENT to collect a minimum rent of \$\_\_\_\_\_ per month agreed upon by OWNER. AGENT will place first priority on continuous occupancy and timely collection of rent with higher rents being second priority unless OWNER instructs otherwise in writing.
6. To allow AGENT to collect a deposit of an amount greater or equal to the first month's rent according to the applicant's qualifications. This security deposit will be received by AGENT prior to tenant taking possession of the leased PROPERTY and said security is deposited into AGENTS escrow account for the benefit of the OWNER. Escrow funds accrue NO interest for the OWNER and are not accounted for in the OWNER'S monthly statements.
7. To allow AGENT first right of refusal to list property for sale if OWNER should decide to sell the property during the contract period.
8. To pay AGENT all commission due for the sale of the property if listed by AGENT or 6% commission based on the purchase price to AGENT if property is sold by other licensed real estate agent and or broker during the term of this contract and or prior to the expiration of any lease held on the PROPERTY.
9. To pay AGENT an advertising fee of \$0.00 to cover any advertising fees each time the PROPERTY is vacant and requires advertising to secure a new tenant.

10. Once a tenant has been procured, OWNER agrees to allow the AGENT to withhold an acquisition fee of \_\_\_\_\_ of the first full month rental rate and to allow the AGENT to withhold every month thereafter for the remainder of the tenant's lease term a monthly management fee of 10% for management services provided. If the tenant renews the existing lease, the AGENT will withhold 25% of the first month rental rate of the renewal period in addition to the standard monthly management fee.
11. To hold the AGENT free and harmless from damages sustained by any property or person due to any causes on or about the property except for loss or injury caused by AGENT'S gross negligence or willful misconduct. OWNER agrees to carry public liability and other insurance necessary to protect the OWNER and the AGENT to be listed as additional insured on such policy and to provide the AGENT a copy of such insurance policy.
12. The AGENT may terminate this agreement with a thirty (30) day written notice to OWNER. Should OWNER fail to maintain the PROPERTY in the standards of the agreement and will be paid by the OWNER the balance of any management fees due for any leases held on the PROPERTY in which have not expired. Failure to maintain the PROPERTY can result in AGENT'S right to refuse or non-renew the management agreement thirty (30) days prior to the expiration of the agreement and or the expiration of any lease held on the PROPERTY.
13. To defend and reimburse the AGENT for expenses for any civil or criminal actions, proceedings, charge or prosecution against the AGENT or OWNER and AGENT jointly due to conditions or use of the PROPERTY or acts or omissions of the AGENT or employees of the AGENT.
14. To pay all cost of enforcement of this agreement should it become necessary to litigate, including AGENT'S reasonable cost for attorney fees.
15. This agreement is entered into with full acknowledgement of all OWNER(S) of said PROPERTY. If more than one OWNER exists, the contract may require signature of authorization from each such OWNER.
16. If the referenced PROPERTY is jointly owned and separation of ownership occurs after commencement of this agreement the prevailing owner will receive the rental proceeds and must honor the balance of this agreement and the balance of any such lease held on the PROPERTY.
17. This agreement may be assigned by AGENT.
18. OWNER agrees to maintain current mortgage payments or to notify AGENT immediately upon commencement of any Mortgage Foreclosure action.
19. OWNER has made, constituted and appointed AGENT as lawful representatives of all activities associated with the property. Authority will include but is not limited to property inspections, possession of keys, utilities, real estate management and leasing, pay association dues, mortgage, taxes, insurance, and evictions.

Said document gives and grants unto AGENT full power and authority to do and perform all and every act and thing whatsoever required and necessary to be done in and about the premises as fully, to all intents and purposes, as could be done if personally present, with full power of

substitution and revocation, hereby ratifying and confirming all that said attorney or substitute shall lawfully do or cause to be done by virtue hereof by AGENT.

**OTHER MUTUAL AGREEMENTS:**

This agreement is binding on the successors and assigns of the AGENT, as well as, OWNER and OWNER'S heirs, administrators, executors, successors and assigns. This agreement contains all of the terms and conditions of a business relationship between parties.

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<b>Owner Signature</b>	<b>Date</b>	<b>Email</b>
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<b>Phone</b>	<b>Fax</b>	<b>Email</b>
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<b>Owner Address</b>
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<b>Agent Signature</b>	<b>Date</b>
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