

# Property Management Contract

This Property Management Contract (hereinafter "**Contract**", "**Agreement**") is entered into on \_\_\_\_\_ (the "**Effective Date**"), by and between \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the "**Owner**") and \_\_\_\_\_, with an address of \_\_\_\_\_ (hereinafter referred to as the "**Manager**"), also individually referred to as "**Party**" and collectively "the **Parties**".

## **I. General Terms**

Hereby, the Owner exclusively appoints the Manager to manage the property that is located at: \_\_\_\_\_ (hereinafter referred to as the "**Property**").

The Manager, being in the business of managing properties of this type, hereby accepts to manage the aforementioned property. The Owner commits to paying the fees associated with the service that the Manager offers when managing the Property.

## **II. Manager's Responsibilities**

The Manager vows to perform the following duties:

- 2.1. Rent, lease and operate the property.
- 2.2. Promote the Property in order for it to be rented, engage and filter through potential tenants, coordinate rental agreements with suitable tenants.
- 2.3. Collect the applicable rent from the tenants, in due time. The Manager, however, is not liable for any of the potential tenants' rent, in an event in which the tenants do not pay the rent for whatever reason. The Manager agrees to try their best in order to collect the said rent, but may not be held liable.
- 2.4. Provide a monthly accounting of monies received and paid expenses, as well as any other applicable incomes, monies or sums owed to the Owner.
- 2.5. The repair and maintain the Property when needed.
- 2.6. To inform the Owner of any improvements and/or repairs that exceed the estimated value or exact amount of \_\_\_\_\_ and obtain consent from the Owner prior

to paying such fees. The Owner also agrees to maintain receipts, invoices and any other applicable documents related to the expenditure.

- 2.7. In an event in which the collection and/or legal proceedings become mandatory for the Property, the Manager agrees to handle all the proceedings related to this matter. The Owner accepts to reimburse the Manager for all the costs incurred as part of the legal/collection proceedings

### **III. Payments and fees**

Both Parties hereby agree to the following payment and compensation terms:

- Total cost of the services: \_\_\_\_\_
- Amount to be paid at the signing of this Contract: \_\_\_\_\_
- Means of payment: \_\_\_\_\_
- The Manager shall provide the Owner with all the relevant invoices for the payments of the services as part of this Contract

### **IV. Termination**

The Contract may be terminated at any given moment by either the Owner or the Manager, under one of the following conditions:

- i. **The Manager** has breached any of the terms agreed upon under this Agreement and fails to correct the breach within 14 (fourteen) days of notice
- ii. **The Owner** has breached any of the terms agreed upon under this Agreement and fails to correct the breach within 14 (fourteen) days of notice
- lii. The Agreement will automatically be considered terminated in an event in which the Property is not rented in a period of \_\_\_\_\_ form the Effective Date.

The Agreement will automatically be considered terminated at the full completion date, when both Parties complete their obligation.

### **V. Succession**

The Contract is binding on both the Manager and the Owner, as well as any successors of the said Parties.

## **VII. Representations and Warranties**

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

Both Parties commit to not violating the rights of any third party or otherwise violate other, if any, agreements made between them and/or any other business entity or governmental organization.

## **VIII. Indemnity**

The Parties agree to indemnify each other as well as related affiliates, officers, agents, permitted successors and/or employees and assigns against any and all kinds of claims, losses, liabilities, penalties, damages, punitive damages, expenses, reasonable legal fees and costs of any kind whatsoever, which may result from negligence or breach of this Contract by the indemnifying Party, its respective successors and assigns that occur in connection with this Contract.

In addition to the above, this section will remain in full force and tact as well as effective after the termination of the Contract by its natural termination or the early termination by either Party.

## **IX. Disclaimer of Warranties**

The Manager warrants to complete and deliver the Work Product enlisted upon in this Contract as per the Owner's specifications and requests. However, the Manager does not guarantee, represent or warrant that the services will create any additional revenues, profits, sales, exposure, brand recognition or the likes of the aforementioned. Moreover, the Manager does not bear any responsibility to the Owner if the Work Product does not lead to the Owner's desired result(s).

## **X. Limitation of Liability**

The Manager will commit to finding the best suppliers and Managers according to the needs and requirements of the Owner. However, the Manager does not guarantee and cannot be responsible for any suppliers' and Managers' performance and/or product.

Neither of the parties will be liable for any indirect, consequential, punitive or special damages (including lost profits) that come out of this Contract or the transactions it entails (whether for breach of contract, tort, negligence, or any other form of action).

#### **XI. Waiver**

The failure by either of the Parties to exercise their rights, power and/or privileges under the terms of this Agreement will not be considered as a waiver of any subsequent/future/other exercises of that right, power and/or privileges.

#### **XII. Legal Fees**

In the case in which legal action takes place, the successful Party will be entitled to its legal fees, including but not limited to its attorneys' fees.

#### **XIII. Severability**

In an event where any provision of the Contract has been found to be void and/or unenforceable by a court of competent jurisdiction, the remaining provisions will remain enforceable according to the Parties' information.

#### **XIV. Legal and Binding Agreement**

The Contract is a legally binding agreement between both Parties, as stated above. The Parties each represent that they have the authority to enter into this Contract.

#### **XV. Governing Law and Jurisdiction**

The Parties agree that this Contract shall be governed and construed in accordance with the laws of \_\_\_\_\_.

#### **XVI. Entire Agreement**

This Contract contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof. This Contract supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature

whatsoever with respect to the subject matter hereof. In the event that the Parties desire to change, add, or modify any of the terms agreed upon in this Contract, they shall do so in writing to be signed by both parties.

The Parties hereby agree to the terms and conditions set forth above in this Contract by their signatures, as follows:

**OWNER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**MANAGER**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_