**PROPERTY MANAGEMENT AGREEMENT**

**COMPLETE PROPERTY CARE, LLC**

501 W. Sixth St.

PO Box 2443

Muncie IN 47307

THIS AGREEMENT is made by and between ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Owner”) and Complete Property Care, LLC (hereinafter “Manager”) for the mutual purpose of the management and operation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter the “Property”), more fully described as follows:

(Legal or other description of Property):

In furtherance of this Agreement, Owner and CPC hereby agree to the following terms and conditions (hereinafter captioned as “Items”):

**ITEM 1. Collections of Rents and Payment of Accounts.**

CPC shall negotiate and contract for the rental of the Property and shall collect rents due and provide receipts for same to Owner no later than the 15th of the month in which rents are collected. CPC is appointed and shall act as the lawful agent of Owner to do any and all things legally required to collect rents or other monies due and payable to the Owner of the Property. CPC shall make all necessary and proper disbursements regarding the Property including but not limited to, the payment of labor and maintenance fees/charges, decorating and repair charges, advertisements.

**ITEM 2. Maintenance of Property.**

CPC shall make or cause to be made proper and thorough inspections of the Property at reasonable intervals and shall make or cause to be made such repairs, alterations, painting and maintenance as necessary to preserve the property in good condition. Improvements or additions to the property above the cost of $\_\_\_\_\_\_\_\_\_\_\_\_ shall be made only with the prior written consent of Owner.

**ITEM 3. Compensation of Manager.**

Owner shall pay CPC the following agreed compensation for services to be rendered: for each lease executed by CPC, there is a one-time $250.00 lease fee to help cover the administrative cost of executing the original lease (i.e., showing the property, running verifications, etc.), a lease renewal charge of $50.00 per renewed lease will also be charged. In addition to the lease fee payable upon the execution of the lease, Owner shall allow CPC to retain \_\_\_\_\_\_\_\_ percent **­­­**\_\_\_ of rents received as a management fee. Should it prove necessary to pursue an eviction, there will be an additional charge of $75.00 plus court costs. The charges included above are calculated on a “per property” basis, that is, the charges accrue for each property under management.

**ITEM 4. Term and Termination.**

The term of this Agreement shall be for one year from the date hereof and shall be automatically renewed and extended for similar periods thereafter unless terminated pursuant to this paragraph. Either party may terminate this Agreement for any reason by providing written notice sixty (60) days prior to the date of any renewal period. CPC may terminate this Agreement with thirty (30) days’ notice for failure of the Owner to pay agreed compensation. Owner may terminate this Agreement with thirty (30) days’ notice for failure of CPC to provide monthly accounts or to maintain Property in a condition adequate and reasonably safe for use by tenants and visitors. No notice shall be required for termination due to fraud or criminal act affecting the purpose of this Agreement by either party.

**ITEM 5. Notice.**

All notices required or deemed necessary by the parties shall be written and shall be deemed effective upon personal delivery, mailing by registered or certified mail with return receipt requested or sending by national express delivery service with receipt. The addresses of Owner and Manager for notice purposes are as follows:

Address of Owner: Address of Manager:

\_\_\_­­­\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_501 W. 6th\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_Muncie, In 47302\_\_\_\_\_\_\_\_\_\_\_

**ITEM 6. Applicable Law and Construction.**

This Agreement shall be deemed subject to the laws of the State of Indiana and the parties hereto consent to subject matter and personal jurisdiction of the courts of that state. This Agreement shall be construed in accordance with the laws of that state and no rule of strict construction shall be applied against either party to frustrate the intent and purpose expressed in this Agreement.

**ITEM 7. Severability.**

This Agreement sets forth the entire agreement of the parties and supersedes any other prior or contemporaneous discussions of the parties. If any part of this Agreement is set aside by a court of competent jurisdiction, the parties agree that the remainder of the Agreement shall be valid and enforceable to fullest extent possible under the circumstances.

AGREED TO, signed and made effective this the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

OWNER: COMPLETE PROPERTY CARE, LLC

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADDENDUM A TO PROPERTY MANAGEMENT AGREEMENT**

**COMPLETE PROPERTY CARE, LLC**

501 W. Sixth St.

PO Box 2443

Muncie IN 47307

Properties to be covered by Property Management Agreement described as follows:

(Legal or other description of Property):

AGREED TO, signed and made effective this the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

OWNER: COMPLETE PROPERTY CARE, LLC:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Property Owner Information**

|  |  |
| --- | --- |
| Property Owner/Company Name: |  |
|  |  |
| Federal ID/Social Security Number: |  |
| Legal Mailing Address: |  |
| Business/Home Phone: |  |
| Fax Number: |  |
| Cell/Mobile Number: |  |
| Other Phone Number: |  |
| Email Address (optional): |  |
| Repair/maintenance authorization amount: (maximum amount of money to be spent on each repair before you want to be notified) | $ |

Initial of Property owner that information is correct \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Lawn Maintenance:

CPC \_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant \_\_\_\_\_\_\_\_\_\_\_\_\_

Owner \_\_\_\_\_\_\_\_\_\_\_\_\_

Building Maintenance/Repairs

CPC \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Approval required for all maintenance/repairs over $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rates:

Lawn maintenance: Minimum $25 per yard

(recurring charge to be determined at first mowing)

Plumbing, furnace, and electrical: $65 per hour

General repairs: $25 per hour

Estimates available upon request before doing work - $25 charge for all estimates gathered, but not done by CPC

Owner initials \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_