



OWNER - AGENT PROPERTY MANAGEMENT AGREEMENT

This Agreement is made this ____ day of _____, by and between Frontline Residential Property Management hereafter referred to as ("Agent") and _____ hereafter, whether one or more, referred to as ("Owner").

WITNESSETH

WHEREAS, AGENT is in the business of providing rental financial and property management services to OWNERS of residential properties which are held for Investment purposes as rental properties;

WHEREAS, OWNER is a Real Estate Investor who has authority to enter into this exclusive Agreement ("Agreement") for the residential property identified below and desires to engage AGENT to manage the Property;

WHEREAS, AGENT desires to enter into this exclusive Agreement to provide such services on the terms and conditions set forth herein;

NOW THEREFORE, the OWNER and AGENT agree to the following:

1. APPOINTMENT/ACCEPTANCE

Owner hereby appoints Agent as sole and exclusive agent of Owner to lease and manage the Premises described below upon the terms and conditions described herein. Agent accepts the appointment and agrees to furnish the services of its organization for the leasing and management of the Premises as follows:

1.1 Agent shall represent Owner in the showing of the Premises, screening of prospective tenants, entering into a written rental agreement with tenant, collecting and dispersing of rents and deposits, payment of monthly expenses, eviction of Tenant(s), initiation of small claims/collection account(s) if necessary, and the securing of maintenance for those items that the Agent is made aware of, either by the Owner, Tenant or by inspection of said property.

1.2 Owner authorizes the use of Agents forms and shall allow Agent to determine tenant penalties to compensate Agent and/or Owner for any extra time and/or expenses accrued by cause of tenant.

1.3 Owner agrees to refer all inquiries regarding the Premises to Agent and shall notify Agent of any repairs, additions or maintenance needed or contracted.

1.4 Owner authorizes Agent to advertise said property for rent and to contract for services to include but not limited to, water, sewer, garbage, gas, electric, irrigation, yard care, maintenance and repairs. These costs shall be the responsibility of Owner except those specified in lease as tenant responsibility.

1.5 Owner is bound to the Owner handbook a living addendum which is made a part of this agreement and will available and live through the Owner portal online.

2. PREMISES AND RENTAL RATES

The property/properties to be managed by Agent (the "Premises") is/are described as follows*:

Street Address

City, State¹⁰

Zip

Enter property address. (For more than one address, use 'Enter' key to advance to next line.)

Rental rates and security deposit amounts shall be determined by Agent and then approved or modified by Owner. As necessary, rental and security deposit amounts shall be reviewed and adjusted by Agent as authorized by Owner.

3. TERM

This Agreement shall be a minimum initial term of 12 months beginning on the aforementioned date and/or coinciding with the tenants move in date; and shall continue on a month to month basis thereafter until terminated by either Owner or Agent. Upon expiration of the initial agreement term notice of termination by either party shall be given to the other in writing and with a minimum of 30 days notice.

3.1 Whether the property is leased or not and Owner chooses to terminate this Agreement or sell the property prior to the termination date of the lease, Owner agrees to pay Agent a "Lease-Up Fee" equal to the agreed management fee spelled out in section 4; of the actual rent or for the remaining term of the lease or projected rent for the term of the contract.

3.2 Upon termination of this Agreement, Agent shall forward deposit money less any fees or money owed by owner or tenant to Owner and Owner shall be responsible for the return of deposits in compliance with Idaho Code 6-321. Owner agrees to hold Agent harmless from any claims arising from the tenancy.

4. AGENT'S COMPENSATION

Owner agrees to pay Agent a Lease up fee of 0% of first months rent. Owner agrees to pay a one time set up fee of \$150.00 and a monthly commission fee equivalent to 8% of monthly gross receipts payable 30 days from receipt, provided Owner is in compliance with the agreement or Agent may hold disputed funds until all parties have come to a resolution. Agent shall automatically deduct such fees from Owner's account each month for the duration of the agreement.

The term "gross receipts" shall be deemed to include all rents and other income and charges from the normal operation of the Premises, including but not limited to rents, free rents given as promotion (as authorized by Owner). Gross receipts shall not be deemed to include income arising out of the sale of real property or the settlement of fire or casualty losses and items of similar nature.

4.1 Court Appearances Any time of Agent expended in preparation for and attendance to court on Owner's behalf will be billed at the rate of \$75 for each eviction or \$50 per hour for other litigation. Owner and Agent agree that such charges will be paid by Owner but charged to the tenant.

4.2 Normal property management services do not include showing property to real estate agents, inspectors, appraisers, or prospective buyers while property is for sale. Should Owner request Agent to perform services not included in normal property management, a fee based at \$25 per hour may be assessed at Agents discretion.

4.3 Agent will prepare 1099 forms, if necessary, for each premises managed for Owner for a fee of \$10

4.4 Owner agrees to reimburse Agent each month during the term hereof for expenses directly attributable to Owner's property. These expenses include, but are not limited to, advertising and legal fees.

4.5 Agent shall receive and retain all Tenant application fees, non-sufficient fund bank fees, move-out inspection fees, non-payment delivery notice fees, termination fees, late fees, and forfeited security deposits.

5. BANKING

Agent shall establish a rental operating account for Owner for the deposit of receipts and collections as described herein. This account shall be established by Agent, in Agent's name and shall be under Agent's control however, such accounts established under this Agreement shall be accounted for separately. Although amounts deposited into Agent's account may be commingled with other funds of Agent, Agent shall not appropriate funds for any other purpose than for the payment of Owner expenses related to the property(s) described herein.

5.1 Owner authorizes Agent to use this account as a disbursement account for the payment of expenses as described in this Agreement. Tenant security deposits may be deposited into this account, however, shall not be considered income to Owner unless disbursed as such per the terms of the Tenant-Landlord Rental Agreement

5.2 If Owner chooses, Agent can electronically transfer monthly proceeds directly to Owners's account. Otherwise all cash distributions will be sent via check.

5.3 Owner acknowledges that all interest amounts received by Agent on any lease income, operation funds, security and other deposits, or any other amounts held in the Operating Account shall be retained by Agent or as directed by the State of Idaho.

5.4 AGENT shall comply with all applicable state or local laws concerning the responsibility for security deposits. Security deposits will be deposited in the account maintained by the AGENT for the PREMISES. AGENT shall collect and maintain all tenant deposits, such as security deposits, cleaning and damage deposits, pet deposits, cable/satellite deposits, and any other deposits in which AGENT deems necessary to collect from TENANT. OWNERS of new accounts agree to provide an accounting of all security deposits and to supply AGENT with matching funds prior to the execution of this AGREEMENT

5.5 Upon acceptance of the request to make the above payments, Agent will disperse funds accordingly, provided that OWNER'S account has sufficient funds. OWNER agrees to provide all necessary information and funds to AGENT to ensure proper and timely payments and hold AGENT harmless for any costs or responsibilities due to late payments. If AGENT is to make payments to any of the aforementioned entities, OWNER agrees to notify each entity and to authorize AGENT to call and access account information. OWNER bears sole responsibility for payments, late fees, lost payments, and/or any damages.

5.6 From the Operating Account, AGENT is hereby authorized to pay or reimburse itself for all expenses and costs of operating the PREMISES, including AGENT's compensation and expense reimbursements. If no operating account is established the rent and security deposit help will act as operating account in accordance with Idaho law.

5.7 At the discretion of AGENT, any balance of the OWNERS account due and owing AGENT and

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not paid within 10 days of constructive notice will accrue interest at Eighteen percent (18%) per annum however not less than Twenty-Five Dollars (\$25) per month, until paid in full. Mailing of monthly statement of income and expenses indicating a deficient OWNER balance shall be sufficient notice to OWNER of balance due.

6. MORTGAGE PAYMENTS/TAXES

Agent shall shall not be authorized by Owner to make monthly mortgage payment(s) as follows*:

Mortgage Company Payment Address Prop Address/Account # Amount

Enter mortgage information or "N/A". (For more than one property, use 'Enter' key to advance to next line.)

Agent shall shall not be authorized by Owner to pay real estate taxes and levies as follows:

Taxing Authority Payment Address Property/Parcel # Amount/Frequency

Enter tax information or "N/A". (For more than one property, use 'Enter' key to advance to next line.)

7. UTILITIES/SERVICES

Owner agrees that all utilities shall be held in Owner's (or tenant's) name and shall hold Agent harmless from any such expenses.

Owner shall provide the following services to the Premises:

Gas Electric Water Trash Removal Sewer Cable Telephone Other: _____

Tenant shall be responsible for all other utilities as agreed to in the signed rental agreement created by Agent although Owner shall be responsible for the payment of essential interim services between tenants

8. LEASING AND RENTING

8.1 Agent shall use all reasonable effort to keep the premises rented by procuring tenants for the premises. Agent is authorized to negotiate, prepare and execute all leases, including renewals and extensions of leases and to cancel and modify existing leases.

8.2 Owner agrees to compensate Agent \$100 for all new leases and 12-month renewals per each property managed fee can only be charged one time in a 12-month period.

8.3 During the term of this agreement; O w n e r shall not authorize any other person, to negotiate or act as rental agent with respect to any leases for the premises.

8.4 Agent will make all decisions as to the rental amount. Owner understands that the Agent determines rental amounts in a competitive manner and consistent with other similar properties managed by Agent or in the vicinity of the Owner's property.

8.5 Owner and Agent agree to follow all Federal and Local Fair Housing Laws. If Owner should at any time request Agent to disregard Fair Housing laws and/or Landlord/Tenant Laws, this contract will be terminated immediately and the management fees for the balance of this contract or \$500, whichever is greater, will be due immediately.

8.6 Agent shall have authority on behalf of the Owner to terminate any lease or rental agreements covering the premises that are in default, to execute and serve such legal or other notices as Agent deems appropriate, to institute legal actions for the benefit of, and the expense of, Owner for the purpose of evicting tenants in default and to recover possession of the premises, to recover unpaid rents and other sums due from any tenant to settle, compromise and release claims by or against any tenant, and to employ attorneys for payment of rent more than five days in arrears. Owner agrees that Agent is not responsible for the collection of delinquent accounts. Agent assumes no liability for money that are uncollectible or for any damages or costs related to the tenancy and the property.

8.7 Agent assumes no responsibility or management of personal property left by Owner at premises

8.8 For the purposes of this Agreement AGENT and OWNER hereby define fee-based property management services to include the following (1) Day-to-day tenant relations; (2) Monthly collection and recording of rent; (3) Processing monthly and yearly accounting statements; (4) Leasing Services; (5) Coordinating tenant maintenance requests; (6) Administrative recording of maintenance services. Investment services are explicitly not provided under this Agreement and no partnership has been established. The services provided are not exclusive to OWNER, and AGENT and its principles shall at all times be free to perform the same or similar services for others as well as engage in business activities which may be competitive with OWNER. AGENT and OWNER forever agree that ALL disputes or complaints shall be resolved confidentially, either privately or through the courts; and further shall not publicly disparage any other party through any medium including, but not limited to print, or on-line review sites.

9. Advertising

Agent is authorized to advertise the premises or portions thereof for rent, using print ads, periodicals, signs, brochures, internet/web sites, displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the premises advertising the premises for rent. Newspaper ads that share space with other properties managed by Agent shall be prorated. Owner agrees to reimburse Agent for all advertising costs. Advertising expenses may include direct

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costs for advertising the Owner premises as well as a reasonable pro-rata share of general advertising by the Agent which is designed to collectively benefit the Owner's premises and other properties managed by Agent.

10. Property Surveys

Agent agrees to perform a minimum of 2 exterior surveys per year. Such survey will be performed on a random basis to ensure Tenant compliance on a regular basis. Agent shall perform interior surveys at its discretion when deemed prudent by Agent or at least 1 time every 6 months. Owner agrees to compensate Agent \$100 for annual inspection of property; Agent will provide detailed report with recommendations for any work to be done.

11. LIMITED POWER OF ATTORNEY: OWNER gives AGENT non-revocable "LIMITED POWER OF ATTORNEY" for the purpose of executing all leases, screening, renewals, modifications, enforcing the lease, terminations, negotiating settlements, engaging contractors, initiating repairs and collections all at the sole discretion of the AGENT. OWNER shall be jointly and severally liable for all obligations in such documents.

12. INSURANCE

Owner agrees to obtain and keep in force adequate insurance coverage against physical damage and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both Owner and Agent and shall be considered primary over any general liability coverage carried by Agent. Owner agrees to furnish Agent with certified evidencing of such insurance or with duplicate copies of such policies within 15 days of the execution of this Agreement. If Owner fails to do so, Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the Owner to be automatically paid out of the operating rental account. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of 30 days written notice to Agent before any cancellation of or changes to said policies.

13. WARRANTY. REPAIRS AND MAINTENANCE

RENT READY: OWNER shall provide the Property in move-in rent ready condition **upon the beginning** of THIS TERM. The Property must meet code, city ordinance, and safety requirements and be presented in good repair and cleanliness. OWNER is responsible for cleaning the home prior to beginning of THIS TERM (i.e. cleaning carpets, painting etc.). If home is not found in rent ready condition, OWNER understands that AGENT may take steps to make sure home is presentable at OWNER'S expense, or to terminate this Agreement. OWNER shall immediately disclose to AGENT in writing known lead-based paint information or ANY other hazards on the Property.

Owner hereby warrants that there is no known structural damage to the Premises nor are there other known defects including but not limited to all electrical, plumbing, furnace and other appliances on the Premises that may cause tenant harm. Owner certifies that to the best of his/her knowledge, all such equipment and appliances are in good working condition and repair. Any repairs needed to maintain Premises as required by legal building compliance or occupancy standards shall be contracted for by Agent as agreed to herein and shall be brought to Owner's attention immediately.

13.1 Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve and maintain the premises in an attractive condition and in good state of repair for the operating efficiency of the premises, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. Agent is also authorized to decorate the premises and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, and other items necessary for the management, maintenance, or operation of the premises. Such maintenance and decorating expenses will be paid by the Owner and through the operating account. Agent shall not be liable to Owner for any act, omission, or breach of duty of such independent contractors or suppliers.

13.2 At Agents discretion, a 10% fee of gross invoices for all labor and material arranged for and contracted by Agent for remodeling, redecoration or repair of the premises may be charged.

13.3 Due to the volume of business and Agent's business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to Agent and its employees. Agent does not mark up invoices and charges to Owners and therefore, Agent retains all available discounts, gratuities, and rebates. Agent shall always award vendor contracts and otherwise deal with vendors based upon price, availability, workmanship and industry reputation.

14. REPORTS

Agent shall issue to Owner itemized statements by the 20th day of each month which will include an accounting of all income and expenses to the property

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14.1 Agent shall disburse to owner monthly income as follows: Rent minus management fee and monthly expenses not to include withholdings of security deposits and/or repair/maintenance or minimum banking reserves:

- Agent shall mail monthly disbursements via check to Owner
- Agent shall deposit funds directly into Owners bank account described below:

Bank Name	Routing Number	Account Number
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Agent shall keep full, detailed and adequate accounts and records of receipts and disbursements with reference to the Owner's property. Such accounts, receipts and records shall be open for inspection by Owner. All documentation created during the term of this Agreement shall be retained by Agent upon expiration of this Agreement for a period of time set forth by applicable state law. Copies thereof shall be provided to Owner as requested.

15. Pet Preference **No Pets** **Cats only** **Dogs only** **Modified_**

16. SIGNATURES

This Agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns.

In witness whereof, the parties hereby have affixed their respective signatures:

Owner
Name: _____
Address: _____
Phone: _____
Email: _____

Agent
Name: Kent & Jennie Barr
Address: 5920 N Vicenza Ave, Meridian ID 83646
Phone: 208-391-5926 (Office mainline vm & text)
Email: kent@forrentbykent.com