

Residential Property Management Contract

Instructions: All fields in the Residential Property Management Contract are required. Be sure to complete all information requested in the "Property Inventory" section. You may list up to 4 properties on this contract. If you are signing more than 4 properties for Management services, please include an Addendum. Our setup fee structure is based on the number of units per property.

This Contract is entered by and between FASS Management Real Estate Services, LLC. d/b/a FASS Real Estate Services hereinafter called "Agent-Employee," and _____, hereinafter called "Owner-Employer."

Owner-Employer Company Name _____ Contact Name _____

Address _____

Phone (____) _____ Alternate Phone (____) _____ Email _____

WITNESSETH that, in order to induce the Agent to enter into this Agreement, Owner-Employer hereby represents to Agent-Employee that he/she/they is/are the owner(s) of the following described property (or "premises"), and any additional property that may later be added to this Agreement upon the terms below, beginning on _____, 20__ to _____, 20__ unless the termination clause of Section IV-J is exercised. This contract will automatically renew or continue if the owner does not specify cancellation by the cancellation date.

Property Inventory

Instructions: Check the number of units for each property to determine the setup fee per property. Any amount for 8 units, please call for pricing. Setup fees TBD.

Property #1

Property Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Are you interested in a Leasing with an Option? Yes No

Do you accept Government Assistance? Yes No

If Yes, What assistance will you accept Section 8 Shelter Care Other: _____



Property #2

Property Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Are you interested in a Leasing with an Option? Yes No

Do you accept Government Assistance? Yes No

If Yes, What assistance will you accept Section 8 Shelter Care Other: _____



Property #3

Property Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Are you interested in a Leasing with an Option? Yes No

Do you accept Government Assistance? Yes No

If Yes, What assistance will you accept Section 8 Shelter Care Other: _____



Property #4

Property Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Are you interested in a Leasing with an Option? Yes No

Do you accept Government Assistance? Yes No

If Yes, What assistance will you accept Section 8 Shelter Care Other: _____



*For more than 4 properties, please include an Addendum.



Total processing fee: _____

In consideration of this representation and the fees to be paid, Agent-Employee agrees to act as management agent with respect to this property, subject to and in accordance with the terms and provisions set forth below.

I. AGENT’S COMPENSATION:

- A. A leasing bonus of (1) one month’s rent shall be charged on the acquisition of each new tenant, not to exceed a charge for two new tenants per calendar year. 25% of the (1) one month fee shall be charged to release premises to an existing tenant who is extending occupancy for a new lease period after completing an initial lease period of at least 12 months.
- B. A monthly management fee shall be charged for each individual property/unit, _____percent (___%) of the agreed collected monthly rent and payable on the first day of each month by Owner-Employer, or a **FLAT fee of \$60.00** monthly whichever is greater to be agreed upon by all parties. **A minimum of \$20.00** will be charged per unit, per month for basic management and oversight of property until unit is fully occupied.
- C. Owner-Employer shall deposit with Agent-Employee a funding deposit of \$_____, which shall be deposited to Agent-Employee’s account to pay bills incurred on the property for minor fix-up and repairs/maintenance. A \$_____ non-refundable Processing fee will also be charged for all new accounts.
- D. If Owner-Employer desires to rent property under the Housing Choice Voucher Program (Section 8), EDEN, or other subsidized housing program, there will be a flat fee of \$250, per unit, charged to the account for management oversight of the process.

II. LEASING

- A. Owner-Employer hereby authorizes Agent-Employee to rent the premises, at a monthly rent of: Please provide your current rent roll and requested rent amount. You may also complete a Property Details Sheet.
- B. All utility charges, as appropriate, shall be paid by the tenant during tenant’s occupancy.
- C. Agent-Employee shall collect a minimum amount equal to one (1) month’s rent as a security deposit from all tenants and will be held in the Agent-Employee non-interest bearing escrow account. All security deposits will be returned to the tenant according to the Ohio Landlord-Tenant Laws. If Owner-Employer has current tenants in the property(ies) and has previously collected a security deposit from the tenant either themselves, or through the previous Property Manager, a Security Deposit Acknowledgment, must be completed and returned to the Agent-Employee.
- D. Owner-Employer shall supply FASS Real Estate Services with their own lease agreement, or utilize the template from FASS Real Estate Services.
- E. FASS Real Estate Services will offer general marketing and advertising measures to secure tenants. Any specific advertisement (local papers, ads, etc) will be the costs of the owners.

III. DISBURSEMENTS: Owner-Employer shall pay the following as they shall accrue and in the order here set out: Select which items will be paid out of funds collected:

- A. Agent-Employee’s compensation (10% on Gross Rents, \$150.00 max.) or a FLAT fee of a minimum of \$60.00 per unit or \$20.00 per vacant unit, on the first (1st) of the month. All payments are withheld from the monthly tenants rent payable to:

“FASS Real Estate Services” or “FASS Management & Consulting”

- B. Necessary repairs and/or charges to maintain the property, and cleaning charges as shall accrue or be necessary to preserve the property during periods of vacancy or occupancy, or to put the property in a rentable condition after vacated; or expenses to regain possession and/or to attempt to collect delinquent rent subject to the provisions set forth below; or necessary professional fees; or governmental assessments.
- C. All bills and additional expenses will be paid on behalf of the owner. If owners account is in negative status over \$300 or more, the account must be brought current within 30 days of occurrence.

IT IS EXPRESSLY AGREED THAT NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS REQUIRING AGENT-EMPLOYEE TO ADVANCE ANY OF ITS OWN MONIES FOR ANY PURPOSE WHATSOEVER.

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IV. GENERAL PROVISIONS:

A. GRANT OF POWER: Subject to the limitations set herein, Owner-Employer grants Agent-Employee full power and authority to lease, let, rent the real property described, or any part thereof, in its own name as Agent-Employee for Owner-Employer. In order to effectuate same, Agent-Employee may enter into such written contracts and/or leases as Agent-Employee deems necessary, in its own name as Agent-Employee for Owner-Employer. Agent-Employee may collect and receive all rents arising as a result of Agent-Employee's management of the premises. Agent-Employee may use such means as are ordinary and customary in collecting or attempting to collect any delinquent accounts. Agent-Employee may, at Owner-Employer's discretion evict any tenant who violates any term of the lease.

B. COLLECTION OF RENT

1. Agent-Employee shall use such means as are ordinary and customary to collect or attempt to collect any rent from any tenant of the premises. In the event that legal action is necessary to obtain judgment for possession of the premises, delinquent rent, or damages upon other causes of action, Agent-Employee is authorized to employ attorneys, to sue in its own name as Agent-Employee for Owner-Employer, and to expend the sum of two hundred dollars (\$200.00) from Owner-Employer's account for such purposes with the owner-employer's prior permission. Additionally, Agent-Employee will, when requested by Owner-Employer, instigate action, legal or otherwise, for the collection of rents which is beyond the discretion heretofore allowed to Agent-Employee, provided such action is considered reasonable by the Agent-Employee. Owners must pay an eviction deposit prior to us initiating the eviction. See Eviction Addendum.
2. AGENT-EMPLOYEE SHALL NOT BE HELD MONETARILY RESPONSIBLE FOR ITS INABILITY TO COLLECT RENTS. AGENT-EMPLOYEE SHALL NOT BE HELD RESPONSIBLE FOR ANY EXPENSES INCURRED FOR LEGAL ACTION INVOLVED IN THE COLLECTION OF RENTS AND/OR THE EVICTION OF ANY TENANT AND/OR DAMAGES INCURRED TO THE PROPERTY. All such expenses shall be paid by Owner-Employer, Reimbursable in the event Agent-Employee is able to collect the rents, legal fees, or damages from the tenant.
3. In the event of late rent payment by tenants, Agent-Employee will charge a late fee in accordance with the late payment policy for a charge not to exceed \$50. The collected late fee will be remitted to and kept by the Agent-Employee for additional administrative fees for services related to the collection of late payments.

C. MAINTENANCE

1. Agent-Employee shall have full authority to perform or to cause to be performed such maintenance of the property as is reasonable and necessary for the safety of the tenants and the preservation of the property.
2. Agent-Employee may, at his sole discretion, install fire/smoke detectors, carbon monoxide detectors, and/or fire extinguishers on the property at Owner-Employer's expense.
3. Agent-Employee may, at his sole discretion, inspect the property to determine what maintenance needs to be performed to the property.
4. In the event maintenance, repairs, or construction are required to be performed to the property in excess of five hundred dollars (\$500.00), Agent-Employee must notify the owner for approval and the Agent-Employee shall be entitled to a fee of \$50 – \$500 (anything over \$500 TBD) of said expenditures for the supervision of same, per incident.
5. When maintenance or repair service is required, we will contact the appropriate professional for the job. We offer flexibility in using your choice of professionals, or to use our licensed and bonded team or handyman. All maintenance fees are covered by the property owner. See Maintenance Rates and Charges rate card.

D. DISCRETIONARY AUTHORITY:

1. Owner-Employer expressly grants Agent-Employee full power and authority to contract and pay for all repairs and cleaning costs, not exceeding the amount of three hundred dollars (\$300.00), which in its discretion it deems necessary or advisable to maintain; or put the premises in a rentable condition; or to repair the same in the event of damage or destruction to the premises due to fire, windstorm, hall, flood, riot, civil commotion, tenant abuse, or other causes resulting in damage to the premises, all out of the Owner-Employer's funds on hand. Should the estimate or contemplated cost exceed funds on hand, Owner-Employer shall promptly remit, upon Agent-Employee's request, the necessary balance.
2. In an emergency, as determined in Agent-Employee's discretion, Owner-Employer authorizes Agent-Employee's expenditure in excess of funds on hand (above the \$300.00 limit in #1 above) without prior authorization, not to exceed five hundred dollars (\$500.00). Owner-Employer shall thereafter promptly remit, upon Agent-Employee's request, the necessary balance.

- 3. Failure of Owner-Employer to remit balances described in this subparagraph shall result in Agent-Employee’s reimbursement there for from subsequent revenues ordinarily accruing and payable to Owner-Employer.
- E. **INSURANCE COVERAGE:** Owner-Employer is recommended, at Owner-Employer’s expense, to keep the necessary Fire and Extended Coverage and Liability Insurance current and renewed. A Current copy of the Insurance Coverage is requested to be presented to the Agent-Employee at the time of the Property Management contract being signed. FASS Real Estate Services recommends that every Owner-Employer recommend each tenant to carry renters insurance.
- F. **LIABILITY OF AGENT-EMPLOYEE:** It is agreed that Agent-Employee shall use reasonable and ordinary care in the selection of tenants based on Owner-Employer’s stipulations and all other acts assigned for performance by this Agreement. When any act is required of the Agent-Employee, it shall be done in the ordinary course of Agent-Employee’s business.

It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

- 1. Owner-Employer shall save Agent-Employee harmless from all personal injury suits which may arise in connection with the management of the premises, and from any liability from injuries suffered by any person entering the premises, including any resident manager or other employee.
- 2. Agent-Employee shall not be personally liable for any act it may do or omit to do hereunder as Agent-Employee while acting in good faith, exercising its best judgment.
- 3. Agent-Employee is hereby expressly authorized to comply with and obey any and all process, orders, judgment or decree, it decrees of any court; where Agent-Employee obeys or complies with any such process, order, judgment or decree, it shall not be liable to Owner-Employer or any person, firm, or corporation by reason of such compliance, notwithstanding subsequent reversal or modification.
- 4. Agent-Employee is hereby expressly authorized to comply with any laws, whether now in existence or hereinafter enacted, and whether federal, state, or local, relating to fair housing, rent control, discrimination, and health and welfare. Agent-Employee is expressly authorized to comply with the rule or order of any governmental agency, insofar as such order in any manner affects the management of the premises or any duties of the Agent-Employee hereunder.

G. ACCOUNTING FOR FUNDS:

- 1. Agent-Employee shall furnish Owner-Employer a monthly (or at minimum quarterly) accounting statement showing the receipts and expenditures with respect to the premises. Owner is required to notify the Agent each month of the rents received and directly paid to owner.
- 2. Owner-Employer is responsible for completing a 1099 form; listing FASS Real Estate Services as a hired employee during each tax season. Tax ID# 03061052-6
- 3. Agent-Employee shall furnish a final accounting upon the termination of this agreement within thirty (30) days from the date of a written request of management termination.

H. SECURITY AND DAMAGE DEPOSITS

- 1. All security and damage deposits shall be returned to the tenant by Owner-Employer when the tenant vacates the premises, subject to Owner-Employer/Agent-Employee’s determination, consistent with Ohio Landlord-Tenant Law, whether the tenant has damaged the property in excess of ordinary wear and tear. Owners should return tenant deposits within 15 days after the tenant has vacated the property so that the Company have sufficient time (30 days) to return to the tenant less and charges reflected on the statement of deposit.
- 2. Agent-Employee shall properly account for sums retained for the purpose of off-setting Owner-Employer’s expenses for unpaid rent, utilities, cleaning charges, or repairs.
- 3. In the event litigation shall occur concerning security deposits, Agent-Employee shall defend same in its own name as Agent-Employee for Owner-Employer, at Owner-Employer’s expense.



Owner Name: _____

Date: _____

I. ADDRESS OF OWNER-EMPLOYER: Owner-Employer expressly agrees, within twenty (20) days of change, to advise Agent-Employee, in writing, of any change of address. Any notice or accounting statement or other document required or desired to be given by Agent-Employee to Owner-Employer may be given by mailing to the address noted hereon, or the most recent address of Owner-Employer shown in the records of the Agent-Employee; and notice so mailed shall be as effectual as if served upon such party in person at the time of depositing such notice in the mail.

J. REPORTING: Every six (6) months, Owner-Employer and Agent-Employee, including the leasing representative will meet either in-person, by phone, or virtually to discuss a Semi-Annual Portfolio Review of the property(ies) under management. The initial review will be scheduled 6-months from the date of this contract:

_____, 20__ at _____ (Eastern Standard Time – EST), the proceeding review will be six (6) months from the date of the last semi-annual review:

_____, 20__ at _____ (Eastern Standard Time – EST), and every six (6) months thereafter at dates/times to be agreed upon by the Owner-Employer and Agent-Employee.

K. TERMINATION: This agreement may be terminated by either party only upon a sixty (60) day's written notice to terminate. If so terminated, a clear date of termination must be outlined within the 60 days. The cancellation charge is \$200.00 per property if the owner wishes to cancel immediately, or a term less than the 60 days required. There is no cancellation fee for a 60-day written notice. Owner shall retake possession of the premises, subject to the rights of any tenant rightfully in possession. Owner's proceeds shall be distributed by Agent thirty (30) days after effective termination date, less any cancellation fees or outstanding Agent or third-party obligations remain, in which case distribution shall be accomplished immediately after the last such obligation is satisfied. If Agent-FASS Real Estate Services finds a tenant, promotes the property for a period longer than three consecutive weeks, or works the management contract for a reasonable period; 10 days and the Owner decides to cancel the contract for no specific reason the Agent will be due the sum amount of \$500 for basic advertising, mileage, phone calls, etc., in marketing the property. These funds will be withheld from the Owners funds on hand, which includes the maintenance deposit. This penalty overrides the \$200.00 per property cancellation fee.

L. DEFICIT ACCOUNT: In the event of Agent-Employee's termination, should there be any outstanding and unpaid obligations, debts, or charges due Agent-Employee, any amounts on account or received by Agent-Employee on account or otherwise due Owner-Employer shall be applied first to satisfy those obligations and then disbursed to Owner-Employer. Owner-Employer waives all protest and defenses against Agent-Employee for such lawful disbursements. Agent-Employee's lien rights against the subject property shall not be waived by this provision.

M. PARTIAL WAIVE OR ACQUIESCENCE NO BAR: Agent-Employee's waiver, forbearance, or acquiescence of any of its rights or remedies, in whole or in part, shall not serve to waive, bar, or compromise any contemporaneous or subsequent right or remedy.

N. ATTORNEY FEES AND COSTS: The unsuccessful party in litigation to enforce the terms and conditions of this Agreement shall pay the reasonable attorney fees and costs of the successful party.

O. WHOLE AGREEMENT: This writing embodies the entire agreement between the parties and is not based upon any other representation whatsoever, expressed or implied, except as herein contained. The Agreement cannot be modified except in writing by the parties.

BOTH PARTIES AGREE THAT THIS AGREEMENT IS MADE UNDER THE RELEVANT OHIO LAW AND IN CASE OF LITIGATION BOTH PARTIES SUBMIT TO THE AUTHORITY OF THE RELEVANT OHIO COURT OF LAW.

P. EFFECTIVE DATE: Management by Agent-Employee shall be effective on _____.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this ____ day of _____, 20 ____.

Please Initial _____



Owner-Employer

All Fees, Rates and Charges have been outlined in the Property Management Services Proposal and Residential Property Management Contract. Please initial to acknowledge that you have read, understand and agree to these terms and conditions.

The Cancellation/Termination Policy has been outlined in the Property Management Services Proposal and Residential Property Management Contract. **Please initial to acknowledge that you have read, understand and agree to these terms and conditions.** _____

Owner signatory warrants that he/she is the Owner of the property or has the authority to execute this Agreement. Owner acknowledges he/she has read, understands, accepts and has received a copy of the Agreement.

Agent-Employee: FASS Real Estate Services (REPRESENTED)

Authorized Signature _____

Date _____

Owner-Employer: (Print) _____ (REPRESENTED)

SSN/Tax ID# (for tax reporting purposes) _____

Authorized Signature _____

Date _____

Referred by _____