



MANAGEMENT AGREEMENT

The undersigned owner, _____, hereby employs the undersigned Manager, Belden Real Estate Management exclusively to rent, lease, operate, maintain, and manage property situated at:

FULL ADDRESS OF PROPERTY: _____

The term "OWNER", when used herein, shall mean and refer to all parties who execute this Agreement and all other parties who hold legal title to the said PROPERTY, herein collectively referred to as "OWNER", whether one or more. MANAGER shall be titled to rely on any one of the OWNERS executing this Agreement as if all OWNERS had executed the Agreement.

Manager's Obligations

Owner hereby confers upon the Manager the following, duties, authority and powers:

1. **Leasing:** To advertise the said property or any part thereof and to display "For Rent" signs thereon; to execute leases, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the Owner such notices as Manager deems appropriate; to institute legal actions in the name of the Owner, to evict tenants and recover possession of the premises; to recover rents and other sums due; to settle, compromise and release such actions.
2. **Rents:** To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected for Owner in a trust account with qualified banking institution. Manager shall not incur any liability for bankruptcy or failure of the depository.
3. **Maintenance:** To supervise and discharge all labor required for the operation and maintenance of the property. To maintain the property in case of vacancies. Manager to be held harmless by Owner if there are any acts of negligence or defaults committed by sub-contractors hired for repairs on said property. Manager will use the most reasonable care in selecting a sub-contractor for any future repairs and maintenance.
4. **Service Contracts:** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as the Manager shall deem advisable and/or necessary.
5. **Repairs/ Costs:** To take charge of repairs, decorating and alterations and to purchase supplies therefore. Manager agrees to obtain Owner's prior authorization for any and each expense item in excess of (\$100 min.) _____, except monthly or recurring operating charges or emergency repairs, or in the event the owner is not reasonably available for consultation, if the Manager deems such protection of the property from damage or to perform services to the tenants provided for in their lease. Repairs are usually performed by internal maintenance people or preferred vendors.

- 6a. **Disbursements**: To accrue and make disbursements from Owner's funds for: mortgage payment, utilities, advertising, maintenance, repairs, materials, banking costs, collection fees, setup fees, legal fees, late fees, refundable/non-refundable deposits, management fees and to remit monies to owner or into owner's other accounts as established hereinafter.
- 6b. **Periodic Statements**: To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Manager's duties set forth herein.
7. **Communication**: To communicate and notify Owner of all necessary and important matters and updates regarding said property.
8. **Due Diligence**: To manage property applying the amount of diligence which a reasonable and prudent person would exercise under any circumstances.

Owner's Obligations

9. **Management fees**: Owner agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Manager as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and shall compensate Manager in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Manager from receipts. Management company fees charged to tenants include NSF check charges, serving fees, non-refundable deposits, lease renewal fees and collection/attorney fees. Management fee: **8%** of gross rents and **50%** of tenant late fees collected. Initial Set-up Fee: **\$300.00 (one time only for all units)**. If the tenant purchases the property, the commission due to the Manager will be 3% of gross sales.
10. **Hold Harmless**: Owner agrees to hold the Manager harmless from the damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense adequate public liability. The Manager also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Manager's compensation or if Manager successfully defends any action brought against Manager by Owner, relating to the property, Owner agrees to pay all costs incurred by Manager in connection with such action, including a reasonable attorney's fee.
11. **Data and Records**: Owner agrees to make available all data, records and documents pertaining to the property which the Manager may require to properly exercise Manager's duties hereunder.

- 12. **Mortgage Default:** Owner agrees to notify manager within 10 business days of any pending foreclosure proceedings, or defaulted mortgage payments. If a tenant is placed in the property, and foreclosure is imminent, manager will release them from lease.

Additional Terms

- 13. **Terms:** This agreement supersedes all previous management agreements, both verbal and written. This agreement will be for a period of **12 MONTHS** starting from the execution date and will be automatically renewed, annually, from the original execution date, unless written notice is received 30 days prior to renewal. If owner prematurely terminates agreement for any reason, owner will pay to manager the balance of three months management fees. Upon termination, all monies due owner, if any, will be returned within 30 days.
- 14. **Owner Warranties/Disclosure.** Owner agrees to indemnify and hold harmless the Manager, agents & employees against any claims that may arise from: (i) the Owner providing incorrect or inaccurate information regarding the Property; (ii) the Owner failing to disclose material information regarding the condition of the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation, and (iii) any injuries resulting from any unsafe conditions of the Property.
- 15. **Equal Housing Opportunity.** The Owner and Manager shall comply with all Federal, State and local fair housing laws.
- 16. **Eviction.** In the event an Unlawful Detainer Action is necessary, the Owner shall be responsible for all expenses incurred in connection with the Unlawful Detainer Action. Any notices served by Manager to tenant prior to this action are of no extra charge to the Owner.
- 17. **Assignment of This Contract.** This agreement is expressly assignable to another qualified property management company at the discretion of Belden Real Estate Management.
- 18. **Additional Fees.** Non-refundable deposit of \$100 is charged at lease signing *to the tenant* on units over \$1000 per month. \$50 is charged for units under \$1000 per month.

 Property Owner Signature Date

 Property Owner Signature Date

Home Phone _____
 Cell Phone _____
 Your Mailing Address _____

 Belden Real Estate Management Date
 P.O. Box 1614
 Layton, Utah 84041
 Phone (801) 695-2020
 Fax (801) 416-0784

Property Information

Unit Information- Please complete entire form.

Name: _____
 Address _____
 Address _____
 City, St, Zip _____

Address _____
 Address _____
 City, St, Zip _____

Home Phone _____
 Work Phone _____
 Fax No. _____
 Cell Phone _____
 E-Mail _____

Current Tenant Information

Name _____
 Name _____
 Name _____
 Home Phone _____
 Work Phone _____
 Monthly Rent _____

Unit Information

Smoking Yes No Notes: _____

Utilities:

Electric Tenant Owner
 Gas Tenant Owner
 W/S/T Tenant Owner

Notes: _____

Amenities INCLUDED*

Bedrooms Main Level _____ Upper _____ Basement _____
 Bathrooms Main Level _____ Upper _____ Basement _____

Year built _____
 Type House Duplex Apt. Condo Other: _____

Square Ft. _____
 Parking Off Street _____ Garage _____ Carport _____

A/C Central Swamp
 Cable TV Wired Dish Other: _____

Disposal Yes No
 Dishwasher Yes No
 Elec. Heat Yes No Gas Heat Yes No
 Fireplace Yes No Gas Electric

Fenced Yes No
 Furnished Yes No
 Patio/Deck Patio Deck
 Fridge Yes No Range Yes No Gas Electric

Shed Yes No Available to tenant? Yes No
 Sprinklers Yes No
 Hook-ups Yes No Laundry Room Yes No

Other:

Date Available _____
 Desired Rent _____
 Sign posted Yes No

of House Keys _____ # of Mailbox Keys _____
 # of Garage Door Openers _____

Referral Source: Phone Book Newspaper WWW Other _____
 Advertising: Yard Sign Newspaper WWW Other _____

***IMPORTANT: You are required to repair or replace appliances that break down during the lease period if such is supplied, unless it can be determined the tenant is responsible for that repair/replacement. Also due to the legal liability involved with leaving lawn mowers, chain saws, hot tubs or pools, etc or any potentially dangerous equipment on the property, even if it is for the tenant's benefit, we recommend you do NOT leave those items. Tenant should supply their own.**

Owner Information- Please fill out form completely

Last Name			
First name (formal)			
Nickname			
Home #			
Home fax #			
Business #		Extension	
Work fax			
Pager #			
Mobile #		E-mail address	
Address			
City			
State		Zip code	
List Social Security # for 1099		Or Tax I.D.	
Name of spouse		Spouse nickname	
Is spouse a co-owner?	(yes) <input type="checkbox"/> (no) <input type="checkbox"/>		
Spouse work		Extension	
Spouse work fax #			
Spouse pager #			
Spouse cellular #			
Spouse email			
Co-owner(s)			
Split of owner ship (list name & %)		% =	% =
Split of owner ship (list name & %)		% =	% =
Co-owner(s) home #			
Co-owner(s) business #			
Co-owner address			
Is property in a trust?	(yes) <input type="checkbox"/> (no) <input type="checkbox"/>	Trust name:	
Is property in a business name?	(yes) <input type="checkbox"/> (no) <input type="checkbox"/>	Name:	
Emergency contact #			
Emergency contact home #			
Emergency relationship - (son, etc)			
*Insurance company for property			
Insurance policy number			
Insurance agent name			
Insurance agent's telephone			

***We recommend that all clients contact their insurance agent for the property that is to be rented and change their Homeowner's Policy to a Landlord Policy. The yearly cost is usually the same (depending on the insurance company), but the coverages are much better for a tenant/landlord situation. They will cover things such as, allowing the tenant to stay in a hotel if the property is flooded, whereas a normal homeowner's policy would not.**

Property Maintenance Services

- We provide our tenants with 24-hour emergency repair services.
- We minimize the cost of repairs and maintenance using our in-house maintenance personnel. When dealing with HVAC issues, major plumbing problems, and difficult repairs, we will contract these out. We can get estimates for these jobs and let you make the decision on which company or contractor to use. We will only hire licensed and insured contractors.
- We coordinate property reconditioning, including painting, window coverings, new flooring and carpet cleaning.
- We arrange for any necessary services such as utilities, gardening, and snow removal, house cleaning, and advertising. We do not charge to arrange and coordinate such services. This is included in the management fee.

Billable Rates

Maintenance labor rate	\$30/ hour*
Dispatch Fee	\$30.00
Swamp cooler setup /shut down	See attached plan below
Furnace Filter/ Complete Inspection	See attached plan below
Cleaning	\$30/ hour*

*ALL RATES/PRICING SUBJECT TO CHANGE.

Note: These rates apply to one person on the job. if job/repair can be done in half the time or more efficiently and requires 2 service persons, we charge \$30 per person per hour. see examples below.

Examples of jobs that require 2 service persons:

Hauling away trash, junk and debris; Repainting an entire unit, installing tile/carpet flooring, etc; Cleaning an entire unit including flooring, appliances, bathrooms, kitchens, etc. Many of the larger jobs are estimated before doing them so you know the approximate total cost. Please call for any questions.

Examples of jobs that would NOT require 2 service persons:

Replacing fixtures, faucets, lock sets, small repairs, small cleaning jobs, touch up, etc. Please call for any questions.

Please Fax All Signed and Completed Forms To: 801-416-0784

Also, you can scan and email to info@beldenrem.com

Thank you.

SWAMP COOLER SERVICE

Start Up in Spring and Shut Down in Fall

Spring: We uncover unit, connect power, repair and connect water lines, inspect belts/ motor/ bearings and lubricate if necessary, open vent, clean vent cover, ensure proper running/ functioning condition. (This does not include replacing electric motor, entire unit if not functioning or leaking due to rust, filters, float valve, thermostat.)

Winter: We cover the unit, unplug unit from power, drain unit completely, cover/ close vent, disconnect water supply and turn off completely, inspect. (This does not include replacement of missing covers or vent pillow)

**Rate: Flat Fee Based \$35 per unit / per season (\$70 per year per unit)
(\$25 per unit or \$50 per year per unit for 4 or more units in same location)**

I authorize Manager to maintain the swamp cooler every year in the Spring and Summer for all units listed in my management agreement.

Owner or Association Board Member Signature

Date

SPRINKLER SERVICE

We recommend that all sprinkler zones, heads, lines, and valves be checked once in the Fall and in the Spring do ensure they are properly functioning.

Fall: This would include blowing out all lines and zones so they do not freeze (if applicable to your system), turning off power to timer, closing valve to secondary water connection close to October 15th (if applies to your property).

Spring: This check would include turning on water supply, turning on and setting timer to best efficiency possible, clearing debris from lines (removing heads if necessary), setting sprinklers to water correctly and efficiently, turning on secondary water close to April 15th (if applies to your property), ensure system is running properly and efficiently.

RATES: Please Call. Usually \$80.00 minimum if system has to be blown out. If simply needs to be turned off and on, the minimum \$30/HR rate applies.

* If repairs are needed, our hourly rates are \$30/ hr for maintenance/ repair/ upkeep/ etc. If you would like these items completed please contact us and order as needed. Pricing does not include repairs, replacement, installation of parts, heads, valves, lines, etc.

I authorize Manager to Start-Up and Shut- Down the sprinkler system for each unit/property listed in my management agreement.

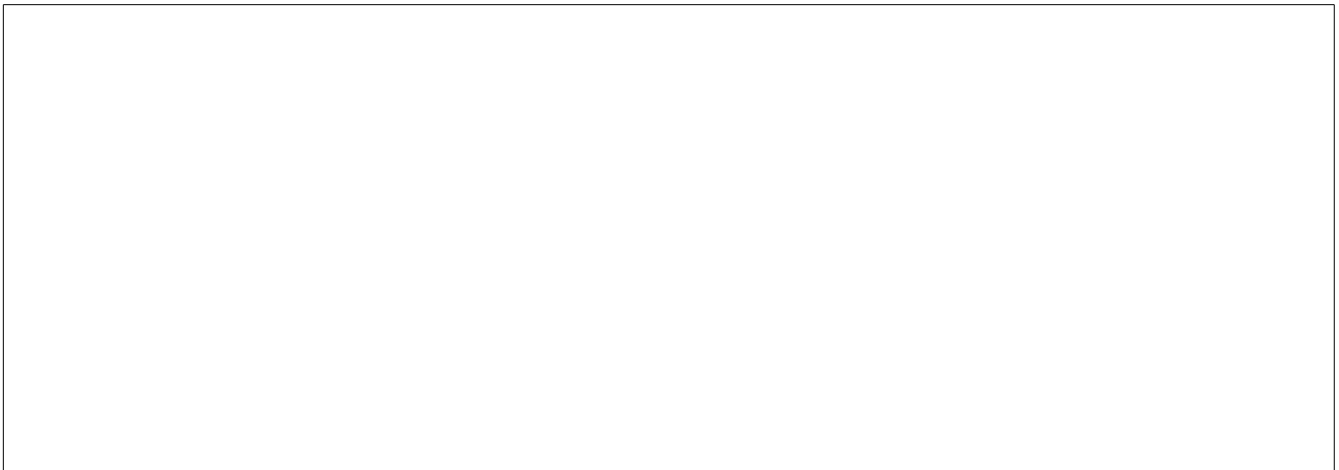
MY SYSTEM HAS TO BE BLOWN OUT IN THE FALL (Circle YES / NO) I authorize Manager to blow out system in Fall.

Owner or Association Board Member Signature

Date

LOCATION OF MAIN VALVE (Culinary and/or Secondary) _____

You can draw a map here:



LAWN FERTILIZATION/SERVICE

Lawns need special attention and treatment during the year. We apply fertilizer (With weed killer, usually Scotts or similar brand fertilizers) to your lawn to help preserve it's health and beauty. TWO, Spring and Fall applications are the minimum recommended.

RATES:

Material Cost plus \$30 for minimum labor charge. (Normally a .18 acre lawn requires a half bag of Scotts treatment which would be about \$20). A .33 acre lawn would need a full bag, \$40, etc.)

Weed pulling, trimming, clean up, mowing, and other landscaping maintenance is charged at hourly rates. Our hourly rates are \$30/ hr for maintenance, repair, upkeep.. If you would like these items completed please contact us to set this up.

I authorize Manager to apply Fertilizer/ Weed Killer to my lawn _____times per year.

Owner or Association Board Member Signature

Date

*All rates subject to change.

Please contact us for any additional services or repairs that are needed that we may not currently know about so we can help you get it done!

Belden Real Estate Management

"Your Property Is Our Priority"

**P.O. Box 1614
Layton, Utah 84040**

**PH 801.695.2020
Fax 801.416.0784**

**www.beldenrem.com
info@beldenrem.com**