



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. *We use a standard lease agreement for all units. You may choose to have your attorney review our lease prior to signing this document. If requested, we will provide you a copy of our standard lease agreement. Once this agreement is signed you are accepting the use of our standard lease agreement.
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 \$995.00 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

PET ADDENDUM TO MANAGEMENT AGREEMENT

By signing this addendum I hereby authorize or decline pets at the property listed below.

_____(initial) I accept pets at the above listed property, with an additional \$_____ pet deposit .

_____(initial) I do not accept pets at the above listed property.

_____(initial) I am negotiable to pets on this property (please write in terms/conditions/types of pets, etc)

Owner Signature

Date

Manager

Date

Unit Information For Listings

Smoking Yes No

Pets:see addendum

Electric Tenant Owner

Gas Tenant Owner

W/S/G 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. _____

Acres _____

Parking Off Street _____ Garage _____ Carport _____

A/C Central Swamp

Cable TV Wired Dish Other: _____

Disposal Yes No

Dishwasher Yes No

Gas Heat Yes No Elec 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

Washer /Dryer Yes No Microwave Yes No

Included

Other: _____ # of House Keys _____ # of Mailbox Keys _____

Date Available _____ # of Garage Door Openers _____

Desired Rent _____

Please provide us with the information on where (exactly which site or location) you found our company listing:(referral from a friend, internet)

If your property is currently rented please provide the necessary contact information below:

Tenant Name(s) : _____

Tenant Phone Number(s) : _____

Monthly Rent: \$ _____

Please include a copy of their lease.

***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 the 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		
Mailing 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 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 or pay you rent, whereas a normal homeowner's policy would not.**

DIRECT DEPOSIT OPTION

We can set up direct deposit to send your rent funds to you each month. Please complete the following form. (If you do not complete the form, we will simply mail the payment to the most current address. Please advise us of any mailing address changes via email)

Direct Deposit Agreement Form

I hereby authorize **Belden Real Estate Management** to initiate automatic deposits to my account at the financial institution named below.

I also authorize **Belden Real Estate Management** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **Belden Real Estate Management** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **Belden Real Estate Management** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the accounting department.

Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

CIRCLE ONE: Personal: Checking / Savings
OR Business: Checking / Savings

Authorized Signature (Primary): _____ **Date:** _____

Authorized Signature (Joint): _____ **Date:** _____

Property Maintenance Services

- We provide our tenants with 24-hour emergency repair services. The following are considered emergencies: No heat or A/C in extreme warm or cool temperatures, Flooding water due to ruptured piping or faucets/valves, gas leaks or odors, etc.

NOT considered emergencies (to be handled or scheduled the next business day) would include a freezer not working, no hot water, drippy faucet, etc.

- 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. Most jobs will require only one person at any given time.

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



Maintenance Plan

Belden Real Estate Management customizes its maintenance services and plans based on your property's needs. We want to be very clear about what kind of maintenance services you would like us to perform on a yearly basis. Please sign for all services you would like us to perform and write the yearly total in line below. We appreciate your time in completing these forms. If any services do not apply to your property, simply do not return the form. If you need a service that is not on this plan, please let us know by sending an email request to info@beldenrem.com. Thank you.

List of Services:

FURNACE FILTER SERVICE

We recommend that furnace filters be replaced every 3-4 months (4 times a year) along with inspecting all systems and condition of property. This includes checking water heater, softener, plumbing, electrical, and all other systems in the property.

**Rate: Flat Fee Based \$15 per unit/ per inspection.
(\$10 per unit for 4 units or more in close proximity)**

This does not include the replacement of parts or additional labor.

I authorize Manager to do the complete unit inspection and filter replacement (place number on line) times every year for all units listed in my management agreement.

SIZE OF FILTER (If known) or other pertinent information: _____

Owner or Association Board Member Signature Date

**NOTE: If you do not sign up for furnace filter replacements, this does not mean we don't inspect your property every 90 days. We will still inspect the property to make sure it is taken care of.*

Optional additional services may included flushing your water heater to remove built up sediment (recommended every year at least), adding salt to water softeners, etc. Please email or call us to discuss pricing for these items. These, will usually be billed at our hourly rates.

SWAMP COOLER SERVICE

Start Up in Spring and Shut Down in Fall

Spring: 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: Cover the unit, unplug unit from power, drain water completely, cover/ close vent, disconnect water supply and turn off completely, inspect. (This does not include the cost of replacing missing covers or vent pillow, we will email if these things are missing)

**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)
\$30 per HR rate applies if repairs require more than one hour of work.**

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. We use an outside vendor or contractor for most larger sprinkler repairs. Smaller repairs can be done in-house. They charge \$35.00/hr plus materials for all maintenance and repairs on sprinkler systems. They are also licensed and insured.

Fall: They recommend blowing out all lines even if you have a self draining system because sometimes the drains can get clogged. This service 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: \$40.00 minimum if system has to be blown out. If simply needs to be turned off and on, the minimum \$35/HR rate applies. For Spring start up, \$35/HR rate applies and usually can be done in one hour or less. Repairs, if necessary, may take more time.

* If repairs are needed, our hourly rates are \$35/ 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, materials used, 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. I authorize Manager to blow out system in Fall.

Owner or Association Board Member Signature

Date

LOCATION OF MAIN VALVE (State if Culinary or Secondary)

You can also draw a map here:

LAWN FERTILIZER APPLICATION 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:

\$30 Per Application for a .25 ACRE or LESS size lawn.

\$50 Per Application for .25 ACRE to .50 ACRE.

Larger than .50 ACRE please call/email for rates.

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