

**PROPERTY MANAGEMENT AGREEMENT (LEASING AGENT)**

This agreement dated \_\_\_\_\_, is made By and Between \_\_\_\_\_, whose address is \_\_\_\_\_, ("Owner"), AND EvansvilleHomesForRent.com, whose address is 2325 W Franklin St. ("Agent.")

1. Agency. The Owner hereby employs the Agent to lease the Owner's ("Property") located and described as follows: (Address or Legal Description)
2. Duties of Agent. In order to properly lease the property, the Agent shall have the following duties and responsibilities

- A. **BEST EFFORTS.** The Agent shall use its best efforts to attract and retain tenants for the property and act in a fiduciary capacity as the Owner's agent.
- B. **ADVERTISE PROPERTY.** The Agent shall advertise property on the EvansvilleHomesForRent.com website. The agent shall be responsible for providing digital pictures along with other pertinent information to attract tenants. The Agent shall place a "For Rent" yard sign on property. Agent shall have flyers available to all prospective tenants upon request. Agent shall advertise "website" in a manner in order to draw prospective tenants to site.
- C. **PRIMARY CONTACT.** To serve as a primary contact for all tenant inquiries prior to signing and acceptance of lease agreement.
- D. **LEASE NEGOTIATIONS.** The Agent shall handle all negotiations with tenants with respect to leases. All such agreements are subject to the approval of the Owner. However, the Owner may provide the Agent with authorization to lease under certain specified terms and conditions.
- E. **COLLECT FIRST MONTHS RENT AND DEPOSIT.** The Agent shall be responsible for collection of initial rent payment and/or deposit from tenant according to terms of lease. Agent shall immediately turn over any monies collected to Owner.
- F. **DOCUMENTATION.** The Agent shall turn over to Owner the signed lease agreement, credit application and any other pertinent documentation.
- G. **FAIR HOUSING.** The agent shall abide by all fair housing rules and regulations

1. Term of Contract. This contract shall continue for a period of thirty days from the date hereof, and shall be automatically renewed from period to period unless terminated.
2. Termination of Contract. This contract may be terminated at any time by the Owner upon giving the Agent five (5) days written notice in the event of a bona fide sale of the property, and without notice in the event the Agent fails to discharge the duties of the Agent faithfully in the manner herein provided. Satisfaction of contract terms automatically constitutes termination of contract and duties of agent.
3. Modification. This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.
4. Lease Forms. Owner is advised to, and shall, provide to Agent a standard form lease approved by Owner's attorney to use in leasing vacant space. If Owner does not provide such a form, Agent may use any form in its discretion, but Agent is not an attorney and is

not legally liable for the form used at Agents discretion.

5. Legal or Tax Advice. Agent is not an attorney nor a CPA. Agent will not intentionally give, nor will Owner seek or accept any advice from Agent as legal or tax advice.
6. Agent Liability. Agent is not liable for any acts or omissions of owner, owner's employees or other agents, previous owners, or previous managers. Agent is not liable for failure to pay rent or any other charges due and payable from any tenant. Agent is not liable for non-compliance with any law or violation of any law not known to Agent.
7. Litigation. Owner is liable for all expenses arising from and related to, any litigation related to the property.
8. Survival of Indemnifications. All indemnifications contained in this agreement shall survive termination of this agreement.
9. Payment of fee to Agent. Owner agrees to pay Agent a one time leasing fee of \$195.00 immediately upon acceptance of lease agreement by owner and tenant.

**Notices.**

Notices to Agent shall be sent to:

Notices to Owner shall be sent to:

Who is Bound. This contract is binding upon the parties hereto, their representatives, successors and assigns.

By: \_\_\_\_\_, OWNER                      \_\_\_\_\_, AGENT