

*Noreen McConnell*  
Broker / Owner



*Shannon Smith*  
Broker / Property Manager

Property Management Agreement

In consideration of the covenants herein contained \_\_\_\_\_, herein designated as OWNER, agrees to employ, Skye Realty, LLC 400 Park Road, Suite 202 Sevierville TN 37862 and Noreen McConnell, Licensed Realtor, Herein designated as Agent, to rent, lease, operate, to collect rents, deposits, and manage the property situated in the

City of \_\_\_\_\_, County of \_\_\_\_\_

State of Tennessee, Known as, \_\_\_\_\_.

Commencing this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

This agreement will automatically renew successively each year on the original commencement date, Owner and Agent reserve the right to terminate this agreement mutually, with no less than a 30 day notice from the proposed termination date, served in writing via Certified Mail. However, Management Fees due the company per this agreement, for existing executed tenant leases written by the Agent will be honored in their entirety, except in the event of Tenant breach of contract. It is expressly understood that the owner or any other agent for owner may not under any circumstances create or join in a lease with any tenant that eh Agent has placed in the property at :

\_\_\_\_\_, without full payment of Management fees due for the period of time the tenant occupies said property.

Owner is not allowed to contact the tenant or enter upon the property without prior written approval from Agent in accordance to the executed lease for the said property. A 3 day written noticed by owner shall apply for any exterior maintenance and a 5 day written notice shall apply for all interior maintenance. All Interior maintenance shall be coordinated through agent.

Agent shall have no right, title or interest in under this agreement other than the right to receive all management fees due and the right to be reimbursed for all costs and expenses having been incurred by the agent with respect to which agent is entitled to reimbursement in pursuit of the terms of this agreement.

Noreen McConnell, Skye Realty LLC, shall at all times be entitled to possession of the property and additionally be entitled to collect damages, deposits, rents, fees and any other charges associated with the rental of the property under this agreement. Additionally, this agreement allows agent to bring suit in agents name to recover possession or sums due for rents, deposits or damages. Owner agrees to hold harmless agent for condition of property.

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## Agent's Authorities and Obligations

**Owner hereby confers upon Agent the following Authorities and Obligations:**

- To advertise the availability of "for rent" of the premises and to display "for rent" Signs. To Screen and use diligence in the selection of the prospective tenants and to abide by all fair housing laws.
- To negotiate leases and rental agreements as may be approved by Owner. Lease terms not to exceed the period of 2 years. Leases should not be less than 6 months, unless authorized by Owner.
- To execute leases and rental agreements on behalf of the owner.
- To collect rents, security deposits and all other receipts and to deposit such monies in a Trusts account with a qualified banking institution or with owner.
- To serve notice of termination notices to quit or pay rent and such other notices as Agent may deem appropriate.
- To employ attorneys approved by Owner for the purposes of enforcing Owner's right under leases and rental agreements and institute actions on behalf of owner.
- To provide all services reasonably necessary for the proper management of the property including the periodic inspections, supervision of maintenance and arranging for such improvements, alterations and repairs as may be required by Owner.
- To hire, supervise and discharge all employees and independent contractors required in the operation and maintenance of the property. Compensation shall be in the amounts as approved by the Owner and the employment of any employee shall be terminable at will. It is agreed that such employees are employees of the Owner and not that of the Agent.
- To contract for emergency repairs at a cost to the owner that is reasonable for this area. In the event the Owner is not available for consultation, to contract for such repairs and expenditures as are necessary for the protection of the property from damage or to perform services for the tenants as provided for in their leases.
- To execute service contracts for utilities and services for the operation, maintenance and safety of the property as the Agent deems necessary and needed without the approval of the Owner.
- To keep accurate records of all monies received and disbursed by Agent for the management of the property. Said records shall be open for inspection by the Owner during regular business hours and upon reasonable notice. To provide monthly statements of Account, and year end 1099's.

## Owners Obligations

Owner agrees to pay Agent for all services rendered at the rates hereinafter set forth. Such compensation is due payable on demand and will be deducted by Agent from receipts.

### Compensation for Management Services

- \$ \_\_\_\_\_ Per Month for each Single Family Residence.
- % \_\_\_\_\_ Of Gross Monthly Collections
- \$ \_\_\_\_\_ Flat fee per unit per month paid up front with execution of Lease.
- \$ \_\_\_\_\_ Initial Set up Charge per Unit.
- \$ \_\_\_\_\_ Annual Processing Fee Per Unit
- \$ \_\_\_\_\_ Advertising Fee(s)
- \$ \_\_\_\_\_ Per Lease Written and Executed.

- Owner shall list Agent as an additional insured party under the liability portion of the Home Owners Insurance, which must be a Rental or Investment Policy and agrees to forward a copy of Evidence of Insurance.
- Owner shall notify Agent within 3 days of Bankruptcy Filings, Short Sale Intentions or Foreclosure Notifications. Owner understands that withholding information will cause harm to Agent and Tenant. Owner will be held responsible for any and all damages, and attorney fees caused by willfully withholding information that causes early termination of lease. Owner must give full disclosure.
- Owner shall give Agent 30 day advance notice of intent to Sell. Owner understands that he/she does not have the right to sell except to an investor until the lease is 30 days from expiration, UNLESS written permission is obtained by Agent from Tenant, in accordance to the Lease under Quiet Enjoyment.
- Owner understands that all Security Deposits are to be Held in a **SECURITY DEPOSIT PROPERTY MANAGEMENT ACCOUNT AT TENNESSEE STATE BANK.**
- Owner shall pay for a Landlord Utilities Management Account for Water, Sewer and Electric for the purposes of having utilities put back in Owners name upon tenant vacating premises.
- Owner shall indemnify and Save Agent harmless from any and all costs, expenses, Attorney's fees, suits, liabilities, damages from or connected with the management of the property by Agent, or the

Performance or exercise of any of the duties, obligations, powers, or authorities herein or hereinafter granted by agent.

- Owner shall not hold agent liable for any error of judgment or for any mistake or act of law, or for anything agent may do or refrain from doing hereinafter, except in the case of willful misconduct or gross negligence.
  - Owner assumes full responsibility for the payment of any expenses or obligations incurred in connection with the exercise of the agent's duties set forth in the agreement.
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Attachement : Property Management Agreement Fees Addendum

Special Stipulations:

This is the entire agreed upon by and between the Owner and Agent.

Owner Name \_\_\_\_\_

Owner Address \_\_\_\_\_

Owner Phone Work \_\_\_\_\_ Cell \_\_\_\_\_ Home \_\_\_\_\_

Owner Email \_\_\_\_\_

Owner Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Agent Name \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Agent Signature \_\_\_\_\_