**PROPERTY MANAGEMENT AGREEMENT**



THIS AGREEMENT is made by and between \_\_\_\_\_\_\_\_ \_\_\_ (hereinafter “Owner”) and Alfonso Property Management, LLC (hereinafter “Manager”) for the mutual purpose of the management and operation of the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the County of \_\_ \_\_\_\_\_, Mississippi (hereinafter referred to the “Property”).

Agent is authorized to enter into a lease of the property on Owner’s behalf for a term of no more than \_N/A\_ months and no less than \_6\_ months, at a monthly rental of no more than $\_N/A\_\_\_\_ and no less than $\_ \_\_, with a security deposit of $\_equal to rental amount\_\_\_.

In furtherance of this Agreement, *Owner* and *Manager* hereby agree to the following terms and conditions (hereinafter captioned as “Articles”):

 **Article 1. Collection of Rents and Payment of Accounts.**

Manager shall negotiate and contract for the rental of the Property and shall collect rents due and provide receipts for same to Owner no later than the 15th of the month in which rents are collected. Manager is appointed and shall act as the lawful agent of Owner to do any and all things legally required to collect rents or other monies due and payable to the Owner of the Property. Manager shall make all necessary and proper disbursements regarding the Property including but not limited to, labor and maintenance fees/charges, decorating and repair charges, advertisements, providing the funds are in the account. Disbursements to Owner may be made by direct deposit at Manager’s sole discretion. **$500 from first month’s rent shall be placed in escrow for repairs. This escrow account shall be replenished from rent collection as needed to maintain a balance of $500.** Should repairs exceed amount in escrow, balance will be paid by Owner within 30 days or will be withheld from rent payments until escrow account is replenished. Owner will promptly pay Manager for all expenses paid on Owner’s behalf. Manager does not guarantee the collection of rents of judgments.

All funds will be deposited at a qualified banking institution and Owner acknowledges Manager shall not be responsible for a bankruptcy or failure of the depository.

 **Article 2. Maintenance of Property.**

Manager shall make or cause to be made proper and thorough inspections of the Property at reasonable intervals and shall make or cause to be made such repairs, alterations, painting and maintenance as necessary to preserve the property in good condition, subject to available funds which are the responsibility of Owner to provide.

Manager is not responsible for boarding up of owner’s home in the event of a tropical depression or hurricane. Owner can at his/her discretion board up the property or secure a contractor to handle.

**2.1 Property condition.** Owner certifies the roof is in good condition, not leaking, there is no other water intrusion, the house is in good and habitable condition, and all heating, cooling, plumbing, electrical systems and appliances are in working condition. Owner will be responsible for the maintenance of the property and keeping it in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner shall be responsible for funding the timely repair and maintenance of the property.

**2.2 Insurance.** Owner understands that it is Owner's responsibility to maintain adequate fire and all other insurance coverage on the property. Owner will, at all times while this agreement is in effect, maintain liability Insurance, naming Alfonso Property Management, LLC. as an additional insured on the Landord's Liabilty policy, in an amount no less than $250,000, with an insurance company licensed to do business in the state of Mississippi. Owner shall provide proof of coverage with-in 10 days of the effective date of this agreement and the policy shall provide that Alfonso Property Management will be given certified notice at least 30 days prior to cancellation or diminution of coverage.

 **Article 3. Compensation of Manager.**

Owner shall pay Manager the following agreed compensation for services to be rendered:

* Manager shall be paid ten (10%) per month of the gross rent collected, or Fifty-five ($55.00) dollars, whichever is greater.
* A placement fee of one half (1/2) of the 1st full month’s rent will be paid to Manager upon the collection thereof, with a minimum of $495.

**Article 4. Term and Termination and Agency.**

Manager shall have the exclusive right to lease and manage the property for the term of this Agreement which shall be for one year from the date hereof and shall be automatically renewed and extended for similar periods thereafter unless terminated pursuant to this Article. Either party may terminate this Agreement for any reason by providing written notice sixty (60) days prior to the date of any renewal period. Should Owner terminate this agreement while a lease is in effect, Owner will be liable for the full management fee until the expiration of said lease. Manager may terminate this Agreement with ten (10) days notice for failure of the Owner to pay agreed compensation or to fund property expenses or to make repairs necessary for safety standards. No notice shall be required for termination due to fraud or criminal act affecting the purpose of this Agreement by either party. Owner understands that Manager will abide by all laws and regulations which prohibit discrimination on the basis of race, color, religion, national origin, sex, age, familial status or handicap. Owner agrees that a material misrepresentation adversely affecting the marketability of the premises is grounds for termination of this agreement.

4.1 Sale of property. Should the aforementioned property be sold to a tenant or to a member of tenant’s family, during the term of this agreement or within twelve (12) months thereafter, Owner will pay Manager a commission of six (6%) of the Gross Sales Price of the property.

4.2 Management of other properties. Owner understands that Manager and related entities also represent other owners of property for lease or for sale, and that Manager may attempt to interest a tenant in either renting or buying property owned by another. Owner expressly relieves Manager of any liability in that regard. Manager will not encourage a tenant to breach a lease for the purpose of leasing or buying the property of another.

 **Article 5. Lead Based Paint Disclosure.**

Housing built before 1978 may contain lead-based paint. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Owner shall complete and sign the attached “Disclosure of Information on Lead-Based Paint Hazards” form.

 **Article 6. Liability and Indemnification.**

Owner agrees to defend and hold Alfonso Property Management, LLC harmless for any claim, lawsuit, or damage award arising out of management of the subject property unless a court of competent jurisdiction finds that Alfonso Property Management, LLC.'s conduct complained of was an intentional tort.

 **Article 7. Notice.**

All notices required or deemed necessary by the parties shall be written and shall be deemed effective upon personal delivery, mailing by registered or certified mail with return receipt requested or sending by national express delivery service with receipt. Notice to Manager and Owner for notice purposes shall be to the address below the signature line.

 **Article 8. Applicable Law and Construction.**

This Agreement shall be construed in accordance with the laws of Mississippi and no rule of strict construction shall be applied against either party to frustrate the intent and purpose expressed by in this Agreement. No interpretation of this document shall be more strictly construed against the party who wrote it.

**Article 9. Agency.**

Prior to entering into this agreement, Mississippi law requires that Manager make certain disclosures to Owner, as follows: Advise Owner of the types of brokerage relationships available through Manager and Manager’s office brokerage relationship policy. Owner has received a copy of Mississippi Real Estate Commission’s “Working with a Real Estate Broker” and by signing this document Owner has acknowledged that Owner understands the document. It is policy of Manager to represent only Owners in the leasing and management of properties. Unless there is an offer to purchase in conjunction with tenant’s offer to lease the property, Manager will not represent tenants. By signing this agreement, Owner acknowledges that Manager has sufficiently explained Managers agency position and has presented Owner with the aforementioned “Working with a Real Estate Broker” document prior to Owner’s entering into this agreement.

**Article 10. Severability.**

This Agreement sets forth the entire agreement of the parties and supersedes any other prior or contemporaneous discussions of the parties. If any part of this Agreement is set aside by a court of competent jurisdiction, the parties agree that the remainder of the Agreement shall be valid and enforceable to fullest extent possible under the circumstances. The agreement cannot be modified except by a writing signed by both parties.

**Article 11. Additional Terms.**

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AGREED TO, signed and made effective this the day of ,20\_\_.

Owner (Printed Name) Date Alfonso Property Management, LLC Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner (Printed Name) Date APM, LLC ( Printed Name) Date

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Owner Tax ID/Social Security Number APM Address

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Owner Address APM Phone

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Owner City/State/Zip APM Email

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Owner Phone Numbers

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Owner Email

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Owner Email