

MISSOULA PROPERTY MANAGEMENT

2809 Great Northern Loop Suite 400

Missoula, MT 59808

Ph: 406-251-8500. Fax: 406-543-8889

www.rentinmissoula.com

AGREEMENT

THIS AGREEMENT is made and entered this _____day of _____, 2011, by and between _____ hereinafter called "OWNER") and Missoula Property Management, LLC (hereinafter called "AGENT"). The parties hereby agree that Agent shall provide professional services to Owner in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. APPOINTMENT OF AGENT

- 1.1 OWNER hereby appoints AGENT as sole and exclusive AGENT of OWNER to manage the PREMISES described in paragraph 1.2 upon the terms and conditions provided herein. AGENT accepts the appointment and agrees to furnish the services of its organization for the management of the PREMISES.
- 1.2 The property to be managed by AGENT under the AGREEMENT (the "PREMISES") is located at _____) in the city of Missoula in the state of Montana.
- 1.3 Either party may terminate this AGREEMENT upon 30 days written notice delivered to the other party, subject to the provisions of section 17 herein.
- 1.4 OWNER warrants that OWNER is the sole OWNER of the PREMISES, or has unconditional authority to execute this AGREEMENT on behalf of the CO-OWNER and that the PREMISES are not subject to current legal action or foreclosure. Any individual OWNER shall have authority to hereafter take action and enter into further AGREEMENTs with AGENT on behalf of all CO-OWNERS.
- 1.5 OWNER authorizes AGENT to contract for services to include but not limited to, water, sewer, garbage, gas, electric, irrigation, yard care, maintenance AGREEMENTs, and coin operated washer and dryers. OWNER to assume the obligation of any contracts entered.

2. TERM

This AGREEMENT is a One Year agreement, commencing on the _____day of _____, 2011, auto-renewing for additional successive one year terms unless either party gives 30 (thirty) days written notice prior to the termination date of the AGREEMENT of his or her intent to cancel or terminate rather than renew the AGREEMENT.

- 2.1 Neither party may change the terms and conditions of the AGREEMENT upon the renewal date unless the other party has been provided with written notice of the changes at least 60 (sixty) days in advance of their effective date and of his or her right to terminate rather than renew the AGREEMENT. With the written notice of contract changes, the party wishing to modify the Agreement must provide the other party with a letter of authorization approving the changes to

return to the party wishing to modify the AGREEMENT. Without a signed letter authorizing the changes neither party may renew the modified AGREEMENT.

3. **BANKING**

AGENT shall utilize its Trust Account for the deposit of receipts and collections as described herein. Funds in the account shall remain the property of the OWNER subject to disbursement of expenses by AGENT as described in this AGREEMENT. AGENT'S Trust Account is a common account used for OWNER represented by AGENT.

- 3.1 AGENT shall collect all rents, charges and other amounts receivable on OWNER'S account in connection with the management of the PREMISES. Such receipts shall be deposited in the Trust Account maintained by the AGENT for the PREMISES. OWNER authorizes AGENT to endorse any and all checks drawn to the order of OWNER for deposit to such Trust Account.
- 3.2 If OWNER chooses, AGENT can electronically transfer monthly proceeds directly to OWNER'S account. Otherwise all Cash Distributions will be sent via check.
- 3.3 OWNER acknowledges that all interest amounts received by AGENT on any lease income, operating funds, security and other deposits, or any other amounts held in the Trust Account shall be retained by AGENT or as directed by the State of Montana.
- 3.4 AGENT shall comply with all applicable state or local laws concerning the responsibility for security deposits. Security deposits will be deposited in the account maintained by the AGENT for the PREMISES. AGENT shall collect and maintain all TENANT deposits, such as security deposits, cleaning and damage deposits, pet deposits, and any other deposits in which AGENT deems necessary to collect from TENANT. OWNERS of new accounts agree to provide an accounting of all security deposits and to supply AGENT with matching funds prior to the execution of this AGREEMENT. Should the PREMISES sell or upon termination of this AGREEMENT, OWNER authorizes AGENT to deduct any outstanding fees owed by TENANT to AGENT from the security deposits prior to releasing these funds.
- 3.5 OWNER shall be responsible for the payment of all mortgage/notes, property taxes, special assessments, Homeowner Association fees, all utilities as listed in paragraph 6 of this AGREEMENT, and premiums for casualty and liability insurance relating to the PREMISES unless otherwise modified in writing with AGENT.
- 3.6 OWNER shall maintain a minimum balance of **\$500.00 (Five hundred dollars)** per property at all times.
- 3.7 Upon acceptance of the request to make payments for those items listed in Section 3.5 of this AGREEMENT, AGENT will disperse funds accordingly, provided that OWNER'S account has sufficient funds. OWNER agrees to provide all necessary information and funds to AGENT to ensure proper and timely payments and hold AGENT harmless for any costs or responsibilities due to late payments. If AGENT is to make payments to any of the aforementioned entities, OWNER agrees to notify each entity and to authorize AGENT to call and access account information. OWNER bears sole responsibility for payments, late fees, lost payments, and/or any damages.
- 3.8 From the Trust Account, AGENT is hereby authorized to pay or reimburse itself for all expenses and costs of operating the PREMISES, including AGENT'S compensation and expense reimbursements.
- 3.9 At the discretion of AGENT, any balance of the OWNER'S account due to owing AGENT and not paid within 10 days of constructive notice will accrue interest at 18% (eighteen percent) until paid in full. Mailing of monthly statement of income and expenses indicating a deficient OWNER balance shall be sufficient notice to OWNER of balance due.

3.10 OWNER agrees to keep all mortgages, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full. Should AGENT be notified that a foreclosure action has been initiated against the PREMISES, OWNER authorizes AGENT to freeze all OWNER related funds to that property and AGENT will not make any further disbursements to OWNER. OWNER will have 30 days to correct and make all obligations current. Should OWNER fail to stop the foreclosure process, OWNER authorizes AGENT to release the TENANT from their rental AGREEMENT and all future rental payments, refund the security deposit to the TENANT, and deduct from OWNER'S funds on hand all amounts due to AGENT or TENANT including, but not limited to, any refund to TENANT of prorated rents or expenses and all management fees and other fees as described within this AGREEMENT.

4. FINANCIAL AND OTHER REPORTS

AGENT shall issue to OWNER itemized statements by the 1stst day of each month for the previous month which will include an accounting of all income and expenses related to the property.

5. LEASING AND RENTING

5.1 AGENT shall use all reasonable effort to keep the PREMISES rented by procuring TENANTs for the PREMISES. AGENT is authorized to negotiate, prepare and execute all leases, including renewals and extensions of leases and to cancel and modify existing leases, utilizing AGENT forms and AGREEMENTs exclusively.

5.2 During the term of this AGREEMENT, OWNER shall not authorize any person, to negotiate or act as rental AGENT with respect to any leases for the PREMISES.

5.3 AGENT will make all decisions as to the rental amount. OWNER understands that the AGENT determines rental amounts in a competitive manner and consistent with other similar properties managed by the AGENT or in the vicinity of the OWNER's property.

5.4 OWNER and AGENT agree to follow all Federal and Local Fair Housing Laws. If OWNER should at any time request AGENT to disregard Fair Housing Laws and/or Landlord/TENANT Laws, this contract will be terminated immediately and the management fees for the balance of this contract or \$500.00, whichever is greater, will be due immediately.

5.5 AGENT shall have authority on behalf of the OWNER to terminate any lease or rental AGREEMENTs covering the PREMISES that are in default, to execute and serve such legal or other notices as AGENT deems appropriate, to institute legal actions for the benefit of, and the expense of, OWNER for the purpose of evicting TENANTs in default and to recover possession of the PREMISES, to recover unpaid rents and other sums due from any TENANT to settle, compromise, and release claims by or against any TENANT, and to employ attorneys for payment of collection of delinquent accounts. AGENT assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the property.

5.6 AGENT assumes no responsibility or management of personal property left by OWNER at PREMISES.

6. ADVERTISING

AGENT is authorized to advertise the PREMISES or portions thereof for rent, using print ads, periodicals, signs, brochures, internet/web sites, displays, or such other means as AGENT may deem proper and advisable. AGENT is authorized to place signs on the PREMISES advertising the PREMISES for rent. OWNER agrees to reimburse AGENT for all advertising costs at a rate of \$50.00 (fifty dollars) per week. Advertising expenses may include direct costs for advertising the OWNER'S PREMISES as well as a

reasonable pro-rata share of general advertising by the AGENT which is designed to collectively benefit the OWNER'S PREMISES and other properties managed by AGENT.

7. UTILITIES

7.1 OWNER is responsible for the payment of all utilities. OWNER must contact each utility, such as electric, gas, water, sewer, trash, and irrigation companies and provide AGENT with billing information to include account and contact numbers. If AGENT is to pay utilities on behalf of OWNER, OWNER is to set billing as follows:

OWNER's Name
C/O Missoula Property Management, LLC
P.O. Box 17858
Missoula, MT 59808
(406) 251-8500

7.2 OWNER agrees to set up Landlord Service AGREEMENTs in the OWNER'S name but in care of AGENT using AGENT's mailing address.

8. PROPERTY SURVEYS

AGENT agrees to perform random exterior surveys. Bi-yearly interior surveys will be performed to ensure TENANT compliance. AGENT shall perform interior surveys at its discretion or when deemed prudent by AGENT. OWNER can request an interior survey for an additional fee.

9. MAINTENANCE AND REPAIRS

9.1 AGENT is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve and maintain the PREMISES in an attractive condition and in good state of repair for the operating efficiency of the PREMISES, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. AGENT is also authorized to decorate the PREMISES and to purchase or rent, on OWNER'S behalf, all equipment, tools, appliances, materials, supplies, and other items necessary for the management, maintenance, or operation of the PREMISES. Such maintenance and decorating expenses will be paid by the OWNER and through the Trust Account. AGENT shall not be liable to OWNER for any act, omission, or breach of duty of such independent contractors or suppliers.

9.2 The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$400.00 (four hundred dollars), unless such expense is specifically authorized by OWNER, or incurred under such circumstances as AGENT shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the PREMISES, or to avoid the suspension of any essential service to the PREMISES, or to avoid danger to life or property, or comply with federal, state, or local law, such emergency repairs shall be made by the AGENT at OWNER'S expense without prior approval.

9.3 At AGENT'S discretion, a 10% (ten percent) fee of gross invoices for all labor and material arranged for and contracted by AGENT for remodeling, redecoration, or maintenance and repairs of the PREMISES may be charged.

10. NORMAL WEAR AND TEAR

Normal wear and tear means the deterioration that occurs based upon the use for which the rental unit is intended and without negligence, carelessness, accident, misuse, or abuse of the PREMISES or contents by the TENANTS, their family or their guests. For the purposes of this AGREEMENT, AGENT will consider the following items as normal wear and tear, nail holes used to hang pictures, minor spot painting between TENANTS, traffic wear in carpet, carpet replacement after 5-7 years, scuffed hardwood floors, sometimes minor cleaning between TENANTS, worn toilet seats, re-keying or replacing worn locks, blind replacement due to sun damage or paint flaking, caulking or any other preventative maintenance.

11. LEAD PAINT DISCLOSURE

Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, AGENT and OWNER must disclose the presence of known lead based paint.

OWNER’S Acknowledgement relating to the Property (Initial if Applicable)

- 11.1 Known lead based paint/hazards are present _____
- 11.2 Has no knowledge of lead based paint/hazards _____
- 11.3 Has provided lead based/hazard records _____
- 11.4 Has no records pertaining to lead based paint/hazards _____

12. MANAGEMENT SERVICES DO NOT INCLUDE

Normal property management does not include monthly inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, refinancing, preparing PREMISES for sale or refinancing; supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting, or legal advice; advising on proposed new construction, debt collection, and counseling. If OWNER desires AGENT to perform services not included in normal property management or specified above, a fee shall be agreed upon for these services before work begins.

13. LEGAL FEES

- 13.1 OWNER agrees to pay all expenses incurred by AGENT including, without limitation, attorney’s fees for counsel employed to represent AGENT or OWNER in any proceeding or suit involving an alleged violation by the AGENT or OWNER, or both, of any constitutional provision, statute, ordinance, law or regulation of any governmental body pertaining to fair employment, Federal Fair Housing, including, without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin, marital status, or mental or physical handicap in the sale, rental or other disposition or housing or any services rendered in connection therewith, but nothing herein contained shall require the AGENT to employ counsel to represent the OWNER or himself in any such proceeding or suit.
- 13.2 OWNER shall not hold AGENT liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.
- 13.3 If any legal action or proceeding be brought by either party to enforce any part of this AGREEMENT, the prevailing party shall recover in addition to all other relief, reasonable attorney’s fees and costs.

14. INSURANCE: HOLD HARMLESS AND LIABILITY

Nothing in this AGREEMENT contained shall be construed as rendering AGENT liable for any act, omission, or occurrence resulting from or in any manner arising out of the performance of AGENT'S duties and obligations hereunder, or the exercise by AGENT of any of the powers or authority herein or hereafter granted to AGENT by OWNER, or the use of any lease or rental AGREEMENT required by OWNER. At all times this AGREEMENT is in effect, OWNER, at OWNER'S expense, must maintain in full force and effect:

- 14.1 Fire and extended coverage for all casualties and hazards customarily covered by casualty insurance in the State of Montana for the full insurable value of the PREMISES, containing endorsements that contemplate the leasing of the property by OWNER and vacancies between lease terms: and
- 14.2 Public liability insurance naming AGENT, Missoula Property Management LLC, as additional insured.
- 14.3 Within 15 (fifteen) days from the effective date, OWNER must provide to AGENT a copy of a certificate of insurance evidencing the required coverage. If the insurance coverage changes in the manner or degree at any time this AGREEMENT is in effect, OWNER must provide AGENT a copy of the insurance certification evidencing any change within 10 (ten) days of the change.
- 14.4 OWNER agrees to indemnify, defend and hold AGENT harmless from all claims, investigation and lawsuits by third parties related to the PREMISES, and the management and leasing, whether occurring during the term of this AGREEMENT or after its termination, and from any claim or liability for damage to property, or injuries or death of any person.
- 14.5 It is expressly agreed and understood that all persons employed in connection with the PREMISES are employees of the OWNER and not the AGENT. The OWNER'S obligation under this Section shall include the payments of all costs, expenses, suits, claims, settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay, court costs, litigation expense, worker's compensation claims, and attorney's fees.
- 14.6 AGENT shall not be liable for any willful neglect, abuse or damage to the PREMISES by TENANTS, vandals, or others nor loss or damage to any personal property of OWNER.
- 14.7 If at any time during or after the term of this AGREEMENT, the PREMISES are found to be contaminated with hazardous waste, OWNER agrees to indemnify and hold AGENT harmless from all claims, demands, actions, liabilities, costs, expenses, damages, and obligation of any nature arising from or as a result of said hazardous waste. The foregoing indemnification shall survive the termination or expiration of the AGREEMENT.

15. AGENT'S COMPENSATION AND EXPENSES

- 15.1 AGENT's fee shall be \$ _____ monthly or _____ of the total monthly gross receipts from PREMISES, which is the greater amount.
- 15.2 AGENT shall charge a one-time set up fee of \$-0-
- 15.3 AGENT will prepare 1099 forms for each PREMISES managed for OWNER for a fee of \$10.00 (ten dollars) per form.
- 15.4 OWNER agrees to reimburse AGENT each month during the term hereof for expenses directly attributable to OWNER'S property. These expenses include, but are not limited to, advertising and legal fees.
- 15.5 Any time of AGENT or AGENT's employee(s) expended in preparation for and attendance to court on OWNER's behalf will be billed at the rate of \$75.00 (seventy five dollars) for each eviction or \$50.00 (fifty dollars) per hour for other litigation. OWNER and AGENT agree such charges will be paid by the OWNER but charged to the TENANT.
- 15.6 Normal property management services do not include showing property to real estate AGENTs, inspectors, appraisers, or prospective buyers while property is for sale. Should OWNER request

AGENT to perform services not included in normal property management, a fee based at \$25.00 (twenty five dollars) per hour may be assessed at AGENT'S discretion.

15.7 AGENT shall receive and retain all TENANT application fees, non-sufficient fund bank fees, move-out inspection fees, non-payment delivery notice fees, termination fees, and late fees.

15.8A \$50.00 (fifty dollar) leasing fee for each new lease or a \$25.00 renewal fee of existing AGREEMENT signed for the PREMISES.

16. BINDING EFFECT

16.1 This AGREEMENT shall be binding upon the parties hereto and their respective Personal Representatives, heirs, administrators, executors, successors, and assigns. OWNER acknowledges receipt of a legible copy of this fully executed AGREEMENT. Effective date is subject to receipt of all items listed on the Missoula Property Management Ownership Checklist.

16.2 Should any Section or any part of any Section of this AGREEMENT be rendered void, invalid, or enforceable by any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid, or unenforceable any other Section or any part of any Section in this AGREEMENT.

16.3 AGENT may change the terms under which AGENT is willing to provide service in the future under the AGREEMENT, but only by giving at least 30 (thirty) days advanced written notice to OWNER.

16.4 The drafting, execution and delivery of this AGREEMENT by the parties have been induced by no representations, statements, warranties, or AGREEMENT's other than those expressed in this AGREEMENT. This AGREEMENT embodies the entire understanding of the parties, and there are no further or other AGREEMENT's or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this AGREEMENT.

17. TERMINATION OF AGREEMENT

17.1 Commencing on the date set forth in Section 2 above, the OWNER shall be obligated hereunder for a term of ONE YEAR, auto-renewing for additional successive one year terms unless either party gives 30 (thirty) days written notice prior to the termination date of the AGREEMENT of his or her intent to cancel or terminate rather than renew the contract.

17.2 In the event the OWNER terminates this AGREEMENT within the term, the OWNER agrees to pay to the AGENT an administrative fee equal to the percentage set forth in paragraph 15.1 herein applied to the actual or projected rent for the PREMISES, or the monthly amount set forth in paragraph 15.1, whichever is applicable, for the remainder of the term, whether or not the PREMISES is leased or rented.

17.3 All provisions of this AGREEMENT that require the OWNER to have insured or to defend, reimburse, or indemnify the AGENT shall survive any termination and, if AGENT is or becomes involved in any proceeding or litigation by reason of having been the OWNER'S AGENT, such provision shall apply as if this AGREEMENT were still in effect.

17.4 AGENT may withhold funds for 30 (thirty) days after the end of the month in which this AGREEMENT is terminated to pay bills previously incurred but not yet invoiced and to close accounts.

17.5 In the event that the OWNER wishes to place the PREMISES on the market for sale during the period of this AGREEMENT, the following conditions will be met:

- a. OWNER will provide 60 (sixty) days written notice to AGENT of their intention to place PREMISES on the market for sale;

- b. OWNER will provide written notice to AGENT within 3 (three) days of acceptance of an offer to purchase.
- c. OWNER will provide no less than 10 (ten) days written notice to AGENT of the closing date.
- d. OWNER will assume full responsibility for any costs that AGENT incurs due to the sale of the PREMISES. This may include items such as: extra financial reports, copies, and postage.

This AGREEMENT shall terminate in no less than 30 (thirty) days from the date of closing to allow AGENT to obtain any and all final invoices from independent contractors, utility providers or any other service providers to the PREMISES.

18. SPECIAL POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS; that the OWNER has made, constituted, and appointed and by these presents do make, constitute and appoint Missoula Property Management, LLC and its AGENTs, true and lawful attorney for and in their name, place and stead, and for their use and benefit as follows:

18.1To let, rent and lease on such terms and conditions as said attorney in fact may deem proper and to extend or renew any lease or minimum term tenancy now or hereafter in effect, for such term or terms and at such rents and subject to such covenants, provisions and constitutions as they may deem best for the above described PREMISES.

18.2To ask, demand, collect, and receive all rents and moneys, and to file receipts therefore; to order, direct, superintend, and manage all repairs, alterations, and improvements, and to make disbursements for the same; to make all purchases; in general, to do and perform all acts and things incident to management of the PREMISES and make all proper and necessary disbursements in connection therewith. AGENT shall also have full power to lease said PREMISES as provided herein and to do all acts necessary for the carrying out and execution of such leases or minimum term tenancies. AGENT shall have full power to initiate, set up, terminate, or modify any and all utilities or landlord service AGREEMENTs for all utilities related to the PREMISES, such as but not limited to: electric, gas, water, sewer, trash, and irrigation.

18.3Giving and granting until said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the above stated PREMISES, as fully to all intents and purposes as the OWNER might or could do if personally present, and hereby ratifying and conforming all that said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the parties hereby have affixed or caused to be affixed their respective signatures this _____ day of _____, 2011.

AGENT

OWNER

Signature
Missoula Property Management, LLC

Signature

OWNER CONTACT AND INFORMATION

Owner's Legal Name: _____

Social Security Number or Tax ID: _____

Mailing Address: _____

Phone Numbers:

Home Phone: _____ Cell Phone: _____

Work Phone: _____ Other Phone: _____

Email Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

What is the best way to contact you? _____

Automatic Deposit by ACH Transfer:

Financial Institution: _____

Phone Number: _____

Bank Account #: _____

Routing #: _____

Authorized Signature: _____

The following items must be returned prior to start of management:

_____ Proof of Ownership

_____ Proof of Liability Insurance with MPM, LLC listed as additional insured

_____ Mold Disclosure

_____ Current tenant leases, deposits, and keys

_____ Reserve fund and set up fee