



BOARDWALK
PROPERTY MANAGEMENT

This PROPERTY MANAGEMENT AGREEMENT (hereinafter referred to as the "Agreement"), entered into this _____ day of _____, _____ by and between _____, (hereinafter referred to as the "Owner") to employ Boardwalk Property Management, (hereinafter referred to as the "Manager") exclusively to rent, lease, operate, and manage real property(ies) located at:

Street: _____ City: _____ State: _____ Zip: _____

Street: _____ City: _____ State: _____ Zip: _____

Street: _____ City: _____ State: _____ Zip: _____

Street: _____ City: _____ State: _____ Zip: _____

and any additional property which may later be added to this Agreement hereto (hereinafter jointly referred to as "the Property.")

In consideration of the mutual terms of this Agreement the parties agree as follows:

1. **TERM:** The term of this Agreement shall be for an initial period of _____ years (the "initial term") beginning on _____, _____ and ending _____, _____; and thereafter shall then renew for a like term unless terminated by either party.

A. Early Termination: This agreement may be terminated by Owner before the termination date specified in Paragraph 1 by written notice to Manager not less than 30 days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to the management fee that would accrue over the remainder of the stated term of any existing lease agreement. For the purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. In the event Owner directs Manager to transfer files and documents to a succeeding management company, Owner will pay Manager a transfer fee of \$_____. This Agreement may be terminated by Manager before the termination date specified in paragraph 1 upon 30 days written notice to Owner. Within ten days of termination, Owner will pay Manager all monies due under this Agreement. Upon termination of this Agreement, Owner shall assume the obligations of any contract or outstanding bill incurred by Manager under this Agreement. Manager may withhold funds for 30

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days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Manager shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or tenant security deposits, or both, which were held by the Manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. The security deposit will not be released unless all parties agree in writing to the transfer of the security deposit from the Manager's trust account to Owner.

Manager's Obligations

2. LEASING AND RENTING:

A. Manager's Authority: Manager is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner. All costs of leasing shall be paid out of the Property Operating Account. Leases are to be written on Manager's standard lease form.

B. Enforcement of the Leases: Manager is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the tenants or other persons from the Property. Manager is authorized to sign and serve such notices as Manager deems necessary for lease enforcement, including the collection of rent or other income. If Manager deems it necessary, Manager may retain an attorney of Manager's choice (unless Owner supplies Manager with name of Owner's attorney). Owner shall pay all attorney's fees and court costs.

C. Management/Maintenance Review: Manager shall make management/ maintenance reviews of the Property at the time of Occupancy, when the tenant vacates and at such other times as Manager feels necessary or advisable and report matters concerning the condition of the Property to Owner. In the event of vacancy, Manager will take reasonable precautions to secure the Property.

3. BANK ACCOUNTS:

A. Property Operating Account: Manager shall establish a separate Property Operating Account, apart from any company or corporate account, for the deposit of collected receipts in an institution whose deposits are insured by a federal government. Such depository shall be selected by Manager. Designated funds relating to the Property in the Property Operating Account remain the property of Owner subject to disbursement of expenses by Manager as described in this Agreement. Any interest accrued on this account will be retained by Manager.

B. Security Deposit Trust Account: Manager shall maintain a separate Security Deposit Trust Account for security deposits, cleaning, pet, key and other deposits.

4. COLLECTION OF RENTS AND OTHER RECEIPTS:

A. Manager's Authority: Manager shall collect all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Property.

B. Special Charges: If permitted by applicable law, Manager may collect from the tenants and retain any, and or all, but not limited to the following: an administrative charge, late fees, a charge for returned or non-negotiated checks interest, and rental application fee.

C. Security Deposits: Manager shall collect a security deposit and deposit it into the Trust Account and disburse it in accordance with NRS Chapter 118A. Any interest earned on tenant security deposits shall be retained by Manager.

5. DISBURSEMENTS OF RENTS AND OTHER RECEIPTS:

A. Operating Expenses: From the Property Operating Account, Manager is hereby authorized to pay/reimburse itself for all expenses and costs of operating the Property and for all other sums due Manager under this Agreement, including Manager's compensation.

B. Net Proceeds: To the extent that funds are available, Manager shall transmit the cash balance to Owner monthly.

C. Financial And Other Reports: Manager shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property monthly. In addition, Manager, shall on a mutually acceptable schedule, prepare and submit to Owner such reports as are agreed on by both parties.

6. MAINTENANCE AND REPAIR:

A. Ordinary/ Emergency Maintenance Repair: Manager shall make or cause to be made, through contracted services, employees, or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition and for the operating efficiency of the Property, and all alterations required to comply with the lease requirements, governmental regulations, or insurance requirements. Any cost exceeding \$_____ must be approved by Owner in advance except that in an emergency where service to the Property, to avoid danger or life of property, or to comply with federal, state, or local law; such emergency repairs shall be made by Manager at Owner's expense without prior approval.

B. Smoke Detectors: At Owner's expense, smoke detectors will be installed on the Property in working condition in accordance with Federal Law prior to the tenant's occupancy. During the occupancy, it shall be the tenant's responsibility to maintain all smoke detectors.

C. Inspections: Manager will cause to have an inspection performed of both the exterior and interior of the Property every 6 months, The cost of the inspection is **\$25** and will be taken out of the followings months owner's draw.

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7. **UTILITY AND SERVICE CONTRACTS:** Manager shall, in Owner’s name and at Owner’s expense, make contracts for electricity, gas, or water and such other series as necessary or prudent for the operation of the Property. All utility charges and deposits shall be Owner’s responsibility.

Owner’s Obligations

8. **MANAGER COMPENSATION AND EXPENSES:** As compensation for services rendered by Manager under this Agreement (and exclusive of reimbursement of the expenses to which Manager is entitled hereunder), Owner shall pay Manager as follows:

A. **Management Fees.** Management fees shall be as follows: Initial set-up fee, non-refundable _____ (one time only). _____ for each additional vacant property. Manager shall be paid _____ % of gross collected rents, 50% of late fees.

B. **Selling Commission:** If, within the term of this Agreement or within 180 days thereafter, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, Manager shall be deemed the procuring cause of the sale, and Owner shall pay Manager a fee of ____%. If within the term of this Agreement, Owner shall decide to sell the Property on the market, Owner shall list the Property with Manager for a fee of ____%.

9. **DATA AND RECORDS:**

A. 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. This shall include, but not be limited to any mortgage notices that may affect the property from good standing.

B. **Owner’s Insurance:** Owner shall obtain and keep in force adequate insurance against damage and against liability of loss, damage or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Property. The deductible required under such insurance policies shall be Owner’s expense. In case of an emergency we require that you provide us with your home owner’s insurance information.

Provider	Agent Name	Phone	Deductible
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10. **OWNER’S RESPONSIBILITY FOR EXPENSES OF LITIGATION:**

A. **Litigation And Compliance Expenses:** Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes, or fair housing, including illegal discrimination on the basis of race, sex, religion, national

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origin, physical handicap, familial status, elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Manager for any such expenses if Manager is finally adjudged in a court of law to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall be obligated to employ legal counsel to represent Owner in any such proceeding suit.

B. Fees for Legal Advice: Owner shall pay reasonable expenses incurred by Manager in obtaining legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits other principals of Manager, Owner shall pay an apportioned amount of such expense.

- 11. REPRESENTATIONS:** Owner represents and warrants: that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed tenant leases, copies of which have been furnished to Manager; that there are no recorded easements, restrictions, reservations, or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; that the information supplied by Owner is dependable and accurate; and that any loans, notes, mortgages, dues or trust deeds are fully paid and are current without defaults.
- 12. Owner/IRS Relationship:** Owner is required to file all required Internal Revenue Service (IRS) forms and meet all IRS requirements.

Miscellaneous

- 13. NOTICES:** Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing. All notices shall be faxed and sent by regular mail. Notices shall be effective as of the date the notice is faxed and mailed (whichever is later).
- 14. HEADINGS:** All headings and subheadings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 15. FOREIGN INVESTMENT IN REAL PROPERT TAX ACT (FIRPTA):** Pursuant to the Internal Revenue Code Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership, or foreign corporation, Manager will

require a written statement from either a CPA or U.S Tax Attorney. Owner is _____ is not _____ a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

- 16. HOLD HARMLESS:** Owner shall indemnify, defend and save Manager harmless from all loss, investigation, suits, damage, cost, expense (including attorney's fees) liability or claims from personal injury or property damage incurred or occurring in, on or about the Property.
- 17. MANAGER ASSUMES NO LIABILITY:** Manager assumes no liability for any damages, losses, or acts of omission by the Tenant. Manager assumes no liability for any acts omissions of Owner or previous Owners or previous managers. Manager assumes no liability for default by any tenant. Manager assumes no liability for violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by Manager shall be brought to the attention of Owner, and Owner shall promptly cure them. Manager shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited
- 18. INDEMNIFICATION SURVIVES TERMINATION:** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require Owner to have insured or to defend, reimburse or indemnify Manager shall survive any termination. If Manager becomes involved in any proceeding or litigation by reason of having been Owner's Manager, such provisions shall apply as if this Agreement were still in effect.
- 19. RIGHTS CUMULATIVE; NO WAIVER:** The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.
- 20. APPLICABLE LAW AND PARTIAL INVALIDITY:** The interpretation of this Agreement shall be governed by the laws of the State of Utah. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by written notice to the other party.
- 21. COMPLETE AGREEMENT:** This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors, and assigns. No amendment is valid unless in writing and signed by the parties. There are no warranties or representations not herein contained.

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22. AGREEMENT TO MEDIATE: All parties agree to engage in mediation prior to commencing any legal action. In any action or proceeding involving a dispute between the parties arising out of this Agreement, the prevailing party shall be entitled to receive from the other party court costs and reasonable attorney’s fees to be determined by the court or arbitrator.

23. ADDITIONAL TERMS: _____

OPTIONAL ITEMS

24. EVICTION PROTECTION PROGRAM: Management agrees to pay all legal fees and court costs for both contested and uncontested eviction as a result of nonpayment of rent (unlawful detainer actions) or for any other violation of the rental agreement. The cost to be enrolled in the Eviction Protection Program shall be \$10/month and shall be taken out the Owner’s draw.
 Yes No

I the Owner hereby accept the terms set forth in this Agreement and agree to cease any and all advertising of this property so as not to conflict with that, and all activities done by Management.

Owner **Date** **Owner** **Date**

Mailing Address **City** **State** **Zip**

Social for Tax Purposes

Boardwalk Property Management Representative **Date**

8191 s 700 e Sandy, UT 84070

801-748-1044

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