



Capital Professional Property Managers

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Property Management Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.

This property management agreement is made and entered into this **DATE** between **Capital Professional Property Managers herein** after called **CPPM** or **Agent**, and _____ herein after called **Owner**.

Owner hereby employs CPPM as exclusive agent to rent, lease, operate, control, and manage the certain property know as:

The term of this agreement shall commence as of _____ and shall continue for one year. Either party may terminate this agreement at any time by giving the other party a written 60-day notice. In the event of such termination, Owner agrees to be bound by the lease or agreement entered into during this term hereof for the occupancy of their property even though said occupancy may be subsequent to the date of termination of this agreement. CPPM will be compensated for the full term of any lease, rental, or management agreement, plus any extensions thereof at the full management fee.

The Owner hereby appoints CPPM his/her attorney in fact, to perform any and all lawful actions necessary for the accomplishment of the services outlined below:

1. Establish a rental schedule that will bring the highest yield.
2. Present property to the largest available rental market.
3. Inspect applications, complete credit investigation, employment and residency investigations and verify references.
4. Establish a written lease agreement and prepare a written statement documenting the property inventory and condition.
5. Investigate tenant upon move-in and move-out of your property. Check property condition against the original condition, for charges to be deducted from the deposit.

6. Contract any maintenance, repairs and renovations, plus provide supervision for all work. Obtain approval from Owners for any one charge over \$500.00, except for per-rental and post-rental preparation.
7. Enforce lease contracts by monitoring property to assure compliance.
8. Handle all collections and deposits, and if requested, make mortgage, tax, and homeowners association payments. Provide Owner with monthly statements of receipts and expenses.
9. Make recommendations regarding improvements, rent increase or other market strategies to increase property value and provide maximum return on Owners investment.
10. Provide monthly statements or receipts, expenses and charges for the Owner. All funds will be deposited in a state of national banking institution qualified to engage in banking, separate from the Agent's funds. Agent will not be held liable in the event of bankruptcy or failure of a depository.

The Owner grants Agent the following authority and powers:

1. To grant CPPM the authority to represent in the service within the above guidelines (numbered 1 to 10), including the posting of For Rent signs, renewing or canceling leases and terminating tenancies; to sign and serve in the name of Owner such notices as are appropriate to institute and prosecute actions to evict tenants; to recover possession of said Premises, along with rent and other sums due.
2. All rents and security deposits collected by CPPM will be deposited into a trust account, unless otherwise directed by Owner. After deducting expenses, management fees, etc., all net rental income will be forwarded to Owner. In the event Owner fails to deposit enough funds in the trust account to meet current operating expenses, Owner agrees to indemnify and hold harmless CPPM from any and all payment of penalties or fines due to the tenant, mortgage company, or service contract companies.
3. **It is strongly recommended that locks be re-keyed between each change of occupant.** Should owner elect not to follow this recommendation, then they agree to indemnify and save Agent harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages or claims for any damages, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging to, including Owner, in any way relating to the management of the premises by Agent or in the performance or exercise of any duties, obligations, power or authority herein or hereafter granted to Agent. To carry, at the owners sole expense, such public liability, property damage and worker's compensation insurance as is necessary to protect the interests of Agent and Owner. These policies for which, shall name Agent as well as Owner as the party insured. If Lessee should decide to purchase subject property, Owner will pay CPPM a commission of 3% of the purchase price.

