



Desert Property Management

42575 Melanie Place Suite J, Palm Desert, CA 92211 Ph: (760) 993-3100 Fax: (760) 993-3130

Exclusive Rental Management Agreement

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **All County® Desert Property Management**, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

2. EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE: Owner hereby employs BROKER exclusively, giving BROKER the exclusive right to rent, lease and manage LANDLORD'S property known as:

SEE LIST BELOW ABOVE SIGNATURE LINE ON PAGE 5

under the terms and conditions herein set forth. The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing. BROKER agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. LANDLORD invests with BROKER with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER'S judgment in regard to said property. BROKER may do so in the name of the LANDLORD, in BROKER'S name alone, or in the names of both.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of paragraph 14. The term shall begin on the _____ day of _____, **20** and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.

4. MANAGEMENT AUTHORITY AND BROKER RESPONSIBILITIES: LANDLORD expressly grants to BROKER the following authority, powers and rights.

- A.** BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be equal to monthly rent or an amount agreed to by all parties. LAST MONTHS RENT MAY BE COLLECTED AT BROKERS DISCRETION. Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.
- B.** Full management and control of the property with authority to collect all rent and other monies and securities from Tenants in the property, and issue receipts for same.
- C.** To prepare and negotiate new leases and renewals of existing leases in which BROKER is authorized to execute.
- D.** BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.
- E.** To change locks on the property between tenancies for safety and security reasons.
- F.** To place "For Rent" signs on the property unless prohibited by applicable HOA bylaws or local ordinances.
- G.** To place a lock box on the property unless prohibited by applicable bylaws or local ordinances.
- H.** BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on LANDLORD'S behalf, any default notices to tenant(s) as may be necessary.

- I. LANDLORD agrees that any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and attorneys fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same.
- J. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER.
- K. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by LANDLORD and/or BROKER or to comply with applicable building housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. LANDLORD'S approval shall be obtained on each improvement, maintenance or repair item that shall exceed two hundred dollars (\$200.00) in cost, except for emergency repairs. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in Broker's sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit.
- L. To collect from applicants or tenants any or all of the following: application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, or any other fees that may now or in the future become a tenant(s) obligation. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees, and BROKER need not account for such fees to LANDLORD. Funds collected from tenant(s) each month shall be applied to tenant(s) obligations chronologically beginning with the earliest obligation incurred.
- M. To receive interest on any BROKER trust accounts, and interest received, if any, shall belong to BROKER to offset BROKER'S time and expense of maintaining such accounts, and agent need not account for such interest earned to LANDLORD.
- N. To render monthly statements to LANDLORD of income and expenses and to disburse to LANDLORD the net proceeds of such accounting. Statements and financial disbursements will be made monthly-customarily between the 15th and 20th of each month, but in no case will disbursements be made until tenant(s) funds have cleared BROKER'S bank. In the event disbursements should be made in excess of income collected, LANDLORD shall pay back such excess promptly to BROKER.
- O. In the event a prospective Tenant places a reservation fee with BROKER and fails to take possession, said fee or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

5. LANDLORD ASSURANCES AND RESPONSIBILITIES:

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by BROKER. LANDLORD assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. LANDLORD shall place in reserve with BROKER two hundred dollars (**\$200.00**) per property, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes BROKER to replenish this reserve from rents collected.
- C. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- D. To indemnify, defend, and save BROKER harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, 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, including LANDLORD, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to BROKER.

6. INSURANCE: LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof

of insurance and a copy of the declaration page within 14 days of the execution of this agreement. LANDLORD agrees to pay BROKER an annual fee of \$50.00 if said insurance declaration page is not provided to BROKER. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

7. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).

8. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.

9. FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$50.00 to provide same. It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys (if applicable) to the BROKER. If any missing keys, LANDLORD authorizes BROKER to copy at \$5 per key. In unfurnished units, LANDLORD will provide basic blinds and screens for windows and their hardware.

10. DAMAGES or MISSING ITEMS: BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests, or any contractors. In furnished units, an inventory will be checked by BROKER at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Landlord and Broker shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to Broker.

11. OFFICE SERVICES AT OPTION TO LANDLORD: BROKER provides direct deposit free of charge to deposit funds into LANDLORD'S account. LANDLORD may request a paper check mailed at \$5 per check. BROKER provides online statements free of charge with a specific log-in ID, which are to be run from the 16th to the 15th of the months. LANDLORD may request a paper statement mailed at \$5 per statement. Documents available and older than 3 months may be emailed for \$1 per document or mailed at \$5 per document.

12. CENTRAL AIR CONDITIONING SYSTEM BI-ANNUAL MAINTENANCE PROGRAM: Tenants are only responsible for replacing filters monthly and any damage done from the lack of replacing filters. BROKER believes so strongly in the maintenance of any central air conditioning system, that BROKER will schedule general maintenance twice a year at roughly \$46 each visit with a preferred A/C company, unless LANDLORD initials to opt out of the program. There is no additional cost added by BROKER for facilitating these maintenance with the tenants. The licensed contractor reports of tenant neglect has proven extremely beneficial to other landlords, especially with security deposit claims, and extends the average life of A/C systems, and lowers the odds of emergency maintenance costs. BROKER is not responsible for any damage to the air conditioning system, regardless if this program is accepted or opted out or when the services are performed or not performed. It is strongly advised by BROKER that LANDLORD will NOT opt out of this extremely beneficial program. Initial here if LANDLORD opts OUT of this program:

13. BROKER COMPENSATION: BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

A. START UP FEE: There is no start-up fee with All County Desert Property Management.

B. FOR LEASING (with management services):

a. LEASING: Upon BROKER filling a vacancy with an approved tenant, a one-time Leasing fee of 1/2 of the first month's rent or a minimum \$500, whichever is greater. THIS IS A ONE-TIME MANDATORY FEE, which covers a wide variety of services such as advertising, showing vacant unit(s), fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable California state and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.

b. LEASE GUARANTEE: While under management, if a tenant has been qualified by BROKER and defaults within the first 6 months of original annual lease term, BROKER agrees to not charge another Leasing fee to place another qualified tenant (FREE). If after the 6 month mark and before the 11 month mark, the Leasing fee will be reduced by half (1/4 of the first month's rent) when leasing the property again.

c. LEASE EXTENSIONS: In the event there is a new lease entered into, by a current tenant, a Lease Renewal fee of 1/4 of a month's rent or a minimum of \$250, whichever is greater, due upon execution. In the event owner agrees to any lease with a contracted term over 1 year, a Lease Extension fee of \$250 due upon execution above and beyond Leasing or Renewal Fee.

C. FOR MANAGEMENT:

a. VACANCY: The management fee is collected ONLY when rents are collected that month, so if no money is collected, no fees are charged. If it's vacant, there are NO FEES.

b. OCCUPANCY: The management fee will be 7% of all rents received or a minimum \$99 per month, whichever is greater. As we are a 3rd party debt collector, this 7% fee is collected on any money received by tenants to pay for charges such as: rent, utilities, repair damages, concessions to the tenant for hotel, last month's rent on file, and the like.

D. MAINTENANCE SURCHARGES: There is no mark-up of any bill paid on behalf of the LANDLORD by BROKER.

E. COMPETITOR MATCH:

We will match our competitor's contracts within 25 miles of our office. Subject to verification & prudence.

F. PRE-EXISTING CONDITION COORDINATION:

As BROKER typically does not receive any compensation while a unit is vacant, in the event the property requires extensive amount of effort prior to placing the property on the market either due to pre-existing conditions or from damages caused by a tenant BROKER did not procure, LANDLORD agrees to pay BROKER a one-time fee based on the following schedule:

Up to 3 contractor bids: FREE. (Example: minor handyman items, paint, and carpet)

Above 3 and up to 7 contractor bids: 1/2 of one month's rent or a minimum \$500, whichever is greater.

Above 7 bids: one month actual or estimated rent.

Handling the eviction legal paperwork (of the courts and a lawyer) of any tenant not procured by BROKER, LANDLORD agrees to pay BROKER a flat \$300.

BROKER will not place a tenant using government assisted housing vouchers on a vacancy, unless LANDLORD explicitly requests it, and if so LANDLORD agrees to pay BROKER a one-time fee of \$300 for handling paperwork and inspections with the government assisted housing authority.

G. TRANSACTIONAL SALE:

In the event the Property, in part or whole, shall be offered for sale to a tenant or buyer procured by BROKER at any time, even after tenancy has been terminated, and even after management agreement has been terminated, LANDLORD agrees to pay BROKER a commission equal to 3% of the gross sales price of the Property upon closing of any such sale. If a Real Estate Agent referred the LANDLORD to BROKER, this commission is equal to 6% of which 3% will go to the referring Real Estate Agent's brokerage.

14. POWER OF ATTORNEY: LANDLORD(s) hereby grant Broker, its agents, successors and assigns the authority and power of attorney to sign leases and other documents pertaining to the management of the property on behalf of and in place of LANDLORD(s), including any utility (water, electric, gas, cable, internet, etc). LANDLORD(s) hereby agree that they will be bound by such signature of BROKER, its agents, successors and assigns as if LANDLORD had signed the lease or other pertaining documents. LANDLORD(s) signature on this agreement authorizes BROKER to assume power of attorney.

15. TERMINATION: Termination by LANDLORD is effective when actually physically received by BROKER. LANDLORD shall pay to BROKER based on the following schedule:

If terminated before the rental listing has been created: There is NO FEE.

If terminated after the listing has been created, regardless if tenant procured or not: There is a \$200 advertising fee.

If terminated after any lease that is within 7 months of being executed: There is a fee equal to one month's rent.

If terminated after 7 months from the date a lease is signed: There is NO FEE.

In the event this agreement is terminated by LANDLORD or BROKER, the BROKER's rights provided for in paragraph 13 shall survive such termination for a period not to exceed 30 days (termination period) and specifically in paragraph 13 G shall continue indefinitely. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Terminating this agreement shall release BROKER from having any further obligation to rent, lease, or manage the property.

16. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

BROKER: All County® Desert Property Management Ph: (760) 993-3100
42575 Melanie Place Suite J Fax: (760) 993-3130
Palm Desert, CA 92211 Email: contact@allcountydesert.com

LANDLORD: _____
Owner Name (Printed) Tax ID # _____
Owner Name (Printed) Tax ID# _____

Mailing Address: _____
Email Address: _____

Primary Phone 1 Phone 2 Phone 3

17. MODIFICATION OF THIS AGREEMENT: BROKER may change the terms of this agreement by giving 60 days written notice to LANDLORD. The 60 days shall be counted from the date notice was mailed. Should no written objection be forthcoming from LANDLORD within 60 day period, LANDLORD'S acceptance of said changes shall be presumed. FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS.

*****IMPORTANT NOTICE *****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, the property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.

List of Properties per Section 2:
Address: _____ City State Zip

EXECUTED this _____ day of _____, 20____.

Owner Signature(s) LANDLORD(S)

Licensed Agent for: All County® Desert Property Management

Notes: _____
