



PROPERTY MANAGEMENT AGREEMENT

This agreement, entered into between _____, hereafter referred to as OWNER, and Redwood Financial Services, Inc, hereafter referred to as MANAGER:

WITNESSETH:

1. **APPOINTMENT OF MANAGER:** Owner hereby appoints and employs Manager to manage and direct the operation of Owner's property located at _____ . Manager agrees to manage and direct operation of said property . Manager and Owner agree to the terms and conditions hereafter stated.
 - a) Manager shall advertise the property at Owner's expense in the newspaper and with "For Rent" signs placed on the property when appropriate. The property will also be listed on the Manager's website at no additional cost to the owner.
 - b) Manager shall show property to perspective tenants and check landlord references. Manager will also run a national criminal background check and credit report in order to choose the most suitable tenant for Owner's property .
 - c) Manager shall provide to Owner a monthly statement of receipts, disbursements, and charges to the Owner and remit each month the net proceeds on the first day of the following month. In case disbursements and charges shall be in excess of receipts, the Owner agrees to pay such excess promptly, but nothing herein contained shall obligate Manager to advance its own funds on behalf of the Owner.
 - d) Manager shall maintain accurate records of all monies received and disbursed in connection with its management of the Property, and such records shall be open for inspection by Owner at all reasonable times. Actual receipts will be maintained in the offices of Manager. Receipts, or copies thereof, will be made available upon request.
 - e) Manager agrees to conduct a drive-by inspection of the Property at least once a month to ensure the Property is being properly cared for. If there is an unacceptable condition, the tenant will be notified in writing to correct the problem. Should the correction be incomplete on a follow-up inspection, Manager will have the correction made at tenant's expense.
 - f) Manager will inspect Owner's unit after each tenant for the purpose of determining condition. If any work is needed above "ordinary wear and tear", we will arrange to have it completed. Any work done which is not "ordinary wear and tear" will be deducted from the tenants' security deposit. All "normal wear and tear" is charged to the Owner.
2. The manager agrees to accept management of the property to the extent and for the period and upon the terms herein provided and agrees to furnish the services of its organization for the rental operation and management of the Property .



g) Manager is not authorized to practice law and in situations where legal assistance is needed for such matters as enforcing the collection of rent or eviction of a tenant, Manager may select the attorney of its choice to handle such litigation. The expenses for such counsel shall be borne by Owner.

h) Owner hereby agrees to hold Manager harmless from, and to defend Manager against, any and all claims, charges, debts, demands and lawsuits. Owner agrees to pay Manager's attorney's fees related to Manager's management of the herein-described property and any liability for injury on or about the property which may be suffered by any employee, tenant, or guest upon the property. Owner agrees to maintain sufficient and prudent all risks property insurance and that the Manager shall be an additionally named insured. Owner shall provide a copy of such insurance policy to the Manager for the Manager's records.

i) Manager shall not be liable for any willful neglect, abuse, or damage to the Property by Tenants, vandals, or others nor for loss or damage to any personal property of the Owner or any tenant including loss due to exchange or theft by Tenants or any third party. The Owner agrees to indemnify and will not hold Manager liable for any error of judgment or mistake of law in connection with the management of the property

3. **MANAGER COMPENSATION:** Owner agrees to compensate Manager as follows. Owner agrees to pay the Manager a set-up fee of \$200 per unit (\$100 per unit for multi-unit properties) as a fee for acquiring, screening, and renting the premises; and further agrees to ten (10%) percent of all rents collected, (minimum \$50.00 per month), as a fee for managing the property; which fees, plus any repair expenses, may be deducted by the Manager from rents, and further agrees to abide by the conditions set forth by the Manager to the tenant on the Owner's behalf.

4. **REPAIRS:** Owner will place on deposit with Manager an Owner Reserve of \$200 which will be maintained in a trust account to be used for minor maintenance and repairs as Manager deems necessary. Manager will complete or have completed any necessary repairs. In the case extensive repairs (in excess of \$200) are necessary; Owner will be notified for approval. Should Manager be unable to reach Owner for approval and the repair constitutes an emergency, or is necessary to maintain safe essential services, the repair will be authorized by the Manager. Basic maintenance and repairs will be billed to Owner at a rate of \$30 per hour or at actual invoiced amount plus 10% maintenance commission if completed by a third party under Manager's supervision.

5. **SPECIAL POWER OF ATTORNEY:** Known all men by these present that the Owners have made, constituted, and appointed and by these present do make, and appoint Manager, true and lawful agent for and in their name, place, and stead, and for their use and benefit at follows:

To let, rent, and lease on such terms and conditions as said agent in fact may deem proper and to extend or renew any lease or leases 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.



To ask, demand, collect, and receive all rents and monies, 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 with the Property. Manager 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.

All receipts, from the operation of the building or in any way incidental thereto shall be deposited promptly by Manager in a bank and it shall be held in a disbursement account for the Owner.

Giving and granting unto said Manager full power and authority to do and perform all and every act and thing whatsoever required and necessary to be done in and about the above stated premises, as fully to all intents and purposes as the signer might or could do if personally present, and hereby ratifying and conforming all that said Manager shall lawfully do or cause to be done in the above stated premises by virtue of these present.

6. **TERM OF CONTRACT:** The initial term of this agreement shall be twelve months, beginning on the ___ day of _____, 20___, and ending on the ___ day of _____, 20___. Owner will be contacted for renewal not less than 30 days prior to the expiration of renewal period do discuss extension, renewal, or termination of agreement.

This agreement may be canceled by Owner during a minimum term tenancy of not less than 30 days' prior written notice to the Manager.

This agreement may be canceled by Manager for cause upon 30 day prior written notice to the Owner.

7. **NOTICES:** For the purpose of this agreement, and until changed by written notice, the contact information for the Owner and Manager are as indicated below.

In witness whereof, the parties have executed this agreement at Redwood Financial Services, Inc, the day and year indicated above. The Owner hereby warrants that he/she is the sole owner of the property or has the sole authority to execute this agreement on behalf of the Co-owner or actual Owner.

Owner

Social Security Number

Owner

Social Security Number



Owners Address: _____

Telephone Number: _____

REDWOOD FINANCIAL SERVICES, INC

By: _____

David Prulhiere, Property Manager

1454 NW 6th Street
Grants Pass, OR 97527
541-471-1900