The business of Property Management covers many issues and The Holton-Wise Property Group wants to make it is as clear as possible to our clients the level of service we provide and the type of charges that you may incur. We are here to help make your investment as pleasant and profitable as possible. Please feel free to ask any questions at any time.

**PROPERTY MANAGEMENT AGREEMENT**

This property management agreement is between The Holton-Wise Property Group (Hereinafter called "Broker") &

(Hereinafter called "Owner") & applies to the real property at:

The term of this agreement shall commence on the following date

This agreement is automatically renewable, upon expiration for 36 monthly periods unless terminated by either party giving 30-days' written notice to the other party in advance of such termination date. This agreement can be terminated early at any time giving a 30 days written notice. In the event Owner terminates this agreement early, an early termination fee equal to one month’s rent for occupied units and $295 for vacant units will be charged to Owner for every unit managed by Broker. The early termination fee will be waived if the management agreement is ended early because the Owner sold the property(s) using The Holton-Wise Property Group’s brokerage services. **The termination of this Agreement will end all of Broker's responsibilities for any and all rental agreements entered into by Broker, on behalf of the Owner during the term of this Agreement.** However, the termination of this agreement shall not affect the right of Broker to receive leasing commissions or management fees which have accrued on the date specified in such notice and have not yet been paid. Nor shall it affect the right of Broker to receive a full month’s management fee for the management of any property that Broker managed for a portion of any month.

In consideration of the management and leasing functions to be performed by Broker under this agreement, Owner agrees to pay Broker a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Broker as agent in any negotiations relative to said property or any part thereof, and if consummated, shall compensate Broker in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by Broker from gross receipts. Unless otherwise specified in writing additional properties that Broker manages for Owner will performed on an implied contract under the same terms and conditions contained herein this agreement.

Month:

Date:

Year:

1.

2.

3.

4.

5.

**SALES – PROPERTY MANAGEMENT – MAINTENANCE – INSURANCE – DIGITAL MEDIA - EDUCATION**

One Time Account Setup Fee:

$295.00 (Charged once per account. No fee is charged for additional properties added to an existing account.)

Monthly Management Fee:

10% of collected rent (Minimum fee of $50 per unit per month)

Leasing (Placement) Fee:

1st full months' rent

Lease Renewal Fee:

$295.00

Bill Payment Fee:

$15.00\*

Bill Collection Fee:

10% of collected bills\*\*

Outside Site Visit Fee:

$75.00 per hour\*\*\*

Long Distance Surcharge:

$25.00\*\*\*\*

Maintenance Tune up & Inspection:

$99.00 per unit **(OPTIONAL)\*\*\*\*\***

Eviction: (1st cause only)

$750.00

Grass cut: Small (under ½ acre)

$35.00

Grass cut: Medium (½-1 acre)

$49.00

Grass cut: Large (1 acre +)

$54.00 + $25.00 per additional acre

Snow Plow

Cost will vary on an individual basis. See Property Manager for an individual bid

**\*Bill Payment Fee**

Broker will charge Owner $15.00 per bill that Broker pays on behalf of Owner. This includes but is not limited to private

trash service, utility bills and city rental registration. If the payment of any bill causes Broker or one of Broker’s employees to physically leave Broker’s office an Outside Site Visit Fee will be added on top of the Bill Payment Fee.

**\*\*Bill Collection Fee**

Broker will charge Owner 10% of all monies collected for Owner by Broker. This includes but is not limited to the collection of the following bills from the tenants. Water, sewer, gas and electric as well as but not limited to any fines or citations incurred by Owner for the activities of the tenants such as trash fines, grass fines and inoperable vehicle fines.

**\*\*\*Outside Site Visit Fee**

Broker will charge owner an Outside Site Visit Fee every time an employee of the Broker has to leave the Broker’s office to perform duties related to the property being managed by Broker. This includes but is not limited to the following; Service Call Fee, Maintenance Service Call Fee, Bid Fee, Outside Contractor Access Fee & Utility Turn on Fee. Hourly rate is billed at $75/hour including drive time to & from Broker’s office with a minimum Fee of $75 per Outside Site Visit.

**\*\*\*\*Long Distance Surcharge**

Broker will charge Owner a Long Distance Surcharge for any trip made to any property located outside of Cuyahoga County. This includes everything that will be charged via the Outside Site Visit Fee as well as visits to the property performed by Broker’s leasing staff.

**\*\*\*\*\*Maintenance Tune up & Inspection**

Broker will perform a property inspection, replace the furnace filter, change out all smoke detector batteries & change CO detector batteries in each unit. This is an optional product. Broker recommends Owner purchase this product at least once every year.

**Sale of the property**

Owner to pay an additional management fee of $295 per unit per month when a property is listed For Sale by Owner or with another brokerage besides The Holton-Wise Property Group. This fee is waived if The Holton-Wise Property Group is the listing brokerage. Note that The Holton-Wise Property Group considers coordinating showings of properties to potential buyers a sales activity. If the property is listed by another brokerage besides The Holton-Wise Property Group or For Sale by Owner The Holton-Wise Property Group will not be held responsible for coordinating those showings. The Holton-Wise Property Group will make every effort to get tenant contact information to the owner or the listing agent so that they can coordinate with the tenants directly. An additional fee of 7% of the purchase price or a minimum fee of

$4,995 (whichever is higher) will be due to The Holton-Wise Property Group when the property is sold & title is transferred to the new owner unless The Holton-Wise Property Group was the listing Broker.

**Fair Housing:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 41 12.02 of the Revised Code of the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 41 12.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

**SALES – PROPERTY MANAGEMENT – MAINTENANCE – INSURANCE – DIGITAL MEDIA - EDUCATION**

**Additional terms or limitations:**

**Parties acknowledge having read the foregoing prior to execution and receipt of a copy of this Agreement.**

**SALES – PROPERTY MANAGEMENT – MAINTENANCE – INSURANCE – DIGITAL MEDIA - EDUCATION**

Owner name (print)

SSN or Tax ID number

Mailing Address

E-Mail

Phone

Owner name (sign)

Date

The Holton-Wise Property Group Agent name (sign)

Date

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Property Address:**

**Lead Warning Statement**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage,*

*Including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Landlord's Disclosure**

1. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
	1. Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). (ii) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
2. Records and reports available to the seller (check (i) or (ii) below):
	1. Landlord has provided the purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).
	2. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment** (initial)

1. Tenant has received copies of all information listed above.
2. Tenant has received the pamphlet *Protect Your Family from Lead in Your Home.*
3. Purchaser has (check (i) or (ii) below):
	1. received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
	2. waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment** (initial)

1. Agent has informed the landlord of the landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Landlord

Date

Landlord

Date

Tenant

Date

Tenant

Date

Agent

Date

Agent

Date