



BLACK ROCK REALTY

P.O. Box 551 Benton, AR 72018
Phone# 501-993-5322 or 501-993-5188
blackrockrealty18@gmail.com

Management Agreement

As agreed, _____, OWNER appoints Black Rock Realty, AGENT for Owner exclusively to rent, lease, and manage _____, and agrees that all actions of AGENT for OWNER are performed as Agent of Owner and all obligations or expenses incurred are on behalf of and at expense of OWNER. Additional property will be added to this agreement by written notice from the Owner. **Details of multiple properties listed on additional page**

Term: Beginning _____ Ending _____, automatically renewing, without notice, unless terminated as provided in this agreement.

Rent Rates: Agent for Owner may adjust rent rates according to market demand; with initial rate of \$_____ and not less than \$_____ except with Owner's written agreement. Rent rates on vacant properties are reviewed for adjustment on weekly basis.

Security Deposit: Shall be the same as the monthly rent or _____, and Agent for Owner will retain deposit and refund any deposit to tenant.

Appliance/Electronics: Owner agrees to maintain ONLY appliances colored in below, all others are left for tenant's convenience and will Not be maintained.

Range Hookup Gas Elec. Fridge MicroVent Dishwisher Washer Dryer

Living Room Speakers

Utility: Owner maintains Gas Water Electric Trash Service

Utility Providers for...

Electric _____ Water _____ Gas _____ Trash Service _____

Repair Limit: Agent for Owner will secure Owner's written approval of expenses exceeding \$350.00 per occurrence, except monthly, recurring or emergency repairs necessary for property or tenant. Owner authorizes Jonathan or Andrea Elliott at Black Rock Realty to approve if unavailable.

Escrow Reserve: Owner deposits, or gives permission to deduct from net proceeds or checking account, \$350.00 and same to be maintained as Owner's reserve. Once Owner funds balance reach at/below \$50, Agent for Owner will request reserve to be replenished back to the \$350.00.

Other Services: Owner gives permission and/or allows as noted with prices subject to change, otherwise Owner will arrange and pay directly.

- **Filters:** Changed by ___ Owner ___ Tenant _____ Agent for Owner-will change quarterly at \$25 each filter, replace smoke detector batteries if needed.
- **Furnace Check :** Annually checked by a licensed HVAC professional at a cost of \$125 per system. Electric _____ Gas _____
- **Chimney Check:** Fireplace and chimney checked annually at cost of \$100 each, \$165 if cleaned Wood Burning _____ Wood/Gas Start _____ Gas Log _____
- **Animals:** *Except service or companion*, Owner allows ___ does not allow ___
- **Smoking:** Is allowed ___ Is not allowed ___ inside to property
- **Yard Maintenance:** Tenant ___ Owner _____ responsibility
- **Yard Sign :** Agent for Owner yard sign

Owner/Agent Notifications: All communication shall be in writing and deemed duly served when delivered to Agent for Owner via email to blackrockrealty18@gmail.com, or text , or mailed to P.O. Box 551 Benton, AR 72018 or to Owner at _____ or via email _____.

Owner is responsible to provide Agent for Owner with changes to phone#, mail and/or mailing address. **License & Ownership:** Owner is ___ is not ___ a real estate licensed in state of _____ and signs as

___ Sole Owner or Power of Attorney ___ Partnership ___ Corporate/General Partnership/LLC

(Partnership-need proof on behalf of Court Receiver, Trustee, Trust/Foundation)

Agent for Owner Fees: Owner agrees to pay Agent for Owner

1. **Management Fee:** A management fee of \$100.00 per month per unit and/or property or 10% of gross rent collected, whichever is greater, throughout the term of this agreement or renewal. For management fee calculations, Pet Fees and Forfeited Security Deposits will be considered collected rents. Owner agrees to pay management fee even if expenses should exceed rent collected in that month and should Owner reduce rent rate during term of lease or renewal, Owner agrees to pay management fee on original schedule rent.
2. **Leasing & Releasing Fee:** A releasing fee of \$150 for each lease renewed. Agent for Owner will pay any co-broker fees. This fee will be addition to the regular monthly management fee in the month of renewal.
3. **Eviction Protection:** Owner will pay legal fees and cost in connection with an eviction for non-payment of rent of any tenant placed in property by Agent for Owner. The eviction process, if it goes to court, usually cost around \$1100.00(Price is subject to change). Should tenant request and be granted a jury trial, Owner agrees to pay all cost to litigate, including, \$50 per hour for Agent for Owner activities and/or court appearance on Owner's behalf.
4. **Marketing:** Agent for Owner will market availability of property though yard signs, social media sites and the MLS, at a minimum cost of \$0 per week, while actively marketing a vacancy. Owner may request and pay cost of other ads.
5. **Repairs:** Owner will pay a 10% coordination fee on repairs or work exceeding stated repair limit or otherwise requiring Owner's express approval. Agent for Owner will coordinate repairs by collecting bids, scheduling work and paying contractor billings.
6. **Sales Commission:** If property is sold or exchanged during term of or within 365 days of expiration or cancellation of this agreement by any person including Owner, to any person, firm or corporation who has rented or leased property through Agent for Owner, Agent for Owner shall be entitled to a commission split equal to five percent (5%) of gross sales price.
7. **Paper Check or Statement:** Owner will pay a \$5 minimum charge per occurrence for mailing a paper check or statement.

8. **Special Services:** Agent for Owner may provide special services, not detailed in the agreement, at a rate of \$50 per hour with a one hour minimum.

Management Termination: This agreement can be terminated by giving a 30 day written notice and whether terminated prior to or at expiration, Agent for Owner will be paid the scheduled management fee for the balanced of any lease agreement or renewals in effect if property is vacant a fee equal to ½ of one month's scheduled rent, \$350 minimum, or for activity billed at \$50 per hour. Agent for Owner may terminate immediately, with stated termination fees, if Owner fails to comply with laws, ordinances, or orders of any Federal, State, County or Municipal authority having jurisdiction of property or fails to ensure habitability for tenant. Should termination occur with a change of management with Owner making tenant Security Deposit whole. Agent for Owner to process all outstanding obligations and provide a final accounting to Owner within 60 days of termination.

Fair Housing: Agent for Owner is committed to the letter and spirit of the Fair Housing laws and will provide housing opportunities to all persons regardless of inclusion in a recognized protected class.

Tenancy: Agent for Owner shall choose tenant using written criteria; sign, renew and enforce leases; terminate tenancy and recover possession; Institute, prosecute, defend or settle legal actions on behalf of and expense of Owner and comply with all Fair Housing laws, providing equal services to all persons.

Collection of rent: Agent for Owner will collect, sue to recover rent and other sums due; evicted tenants; settle, compromise to release any of these legal actions or reinstate tenancies. Rent payments are not guaranteed. Any fees or penalties assessed by Agent for Owner against Tenant and subsequently collected shall remain property of Agent for Owner.

Payment Collection: Without an approval plan, partial payments are not accepted, payments received from & on behalf of Tenant (except from recognized assistance programs) will first be applied to oldest outstanding charge and then towards any current rent. Owner must agree to acceptance of partial payment.

Security Deposit: Agent for Owner will hold tenant security deposit, comply with laws concerning security deposits; determine refunds due to the tenant and tend to tenant disputes. Owner acknowledge that wear and tear on the property is normal and will not hold Agent for Owner or tenant responsible.

Escrow Account: Agent for Owner will not commingle funds between accounts, will have and maintain and FDIC insured non-interest bearing escrow account for Owner's funds, with permission to disburse funds for obligations incurred under this agreement. Agent for Owner is not liable in an event of a bank failure.

Distribution of Net Proceeds: Agent for Owner will electronically deposit net proceeds, less amount of management fee and/or releasing fee, on the 15th of the month.

Repairs/Utilities/Maintenance: Subject to stated repair limit.

- Owner is to keep the property in good repair and compliant with all state and local regulations. Agent for Owner does not make any representation about the condition of the property.
- Agent for Owner has several qualified, licensed and insured contractors who will respond in a timely manner, pickup and return keys from Agent for Owner, or arrange a time with the tenant and will bill us monthly. Should the Owner purchase a Home Warranty or have their own vendors to use for repairs for that property, then the Agent for Owner will charge \$25 per hour (1 hour minimum) for time spent beyond that required when using our vendors. Owner agrees if any repair is not completed in a timely manner that service will be redirected to our vendors.
- ***If the Owner should use a non-licensed and/or a non-insured vendor to complete any repairs, the Owner will oversee the repair(s) and pay the vendor directly.***
- Owner gives permission to Agent for Owner for contacts for water, electricity, gas, trash, extermination, HVAC repair, waste disposal, labor and other services as Agent for Owner sees necessary. All contracts listed will be in the name and expense of the Owner.
- Owner gives permission to Agent for Owner to pay any POA/HOA fees on from the Owner funds.

- Owner is responsible to send Agent for Owner any PAID receipt of bills, not directly mailed to Agent for Owner, for reimbursement out of Owner fund.
- Owner gives permission for Agent for Owner to have the locks on the property to be re-keyed before occupancy of a new tenant. Deadbolt locks will be repaired or replaced to operate as a single cylinder lock. Agent for Owner can have a master key system set up for Owner that has several properties with Agent for Owner.

Bankruptcy: In an event a petition for bankruptcy is filed by or against the Owner, or any kind of debtor relief, Agent for Owner may terminate this agreement with (5) days' notice to the Owner.

Documents: Owner give permission for Agent for Owner to use standard documents that have been approved by a Arkansas State Attorney and will be updated as needed.

Taxes: Agent for Owner will report rental income at the end of each year on an IRS 1099 form using a W9 info provided by Owner.

Insurance: Owner agrees to maintain Comprehensive General Liability insurance on the property with minimum limits of \$300,000. Owner understands that the minimum limits may not fully protect Owner from all liabilities and agrees to seek legal advice or counsel from their insurance agent to determine how Owner needs to be protected. Owner agrees to name Agent for Owner as an Additional insured on their insurance policy.

This is a legally bind document for administrators, executors, successors and assigns of Agent for Owner and Owner equally. If you do not understand any part of this contract, please consult your attorney before signing.

Signed and agreed on this _____ day of _____, 20_____

Owner Signed _____
 Owner Print _____
 Ownership _____ %

Owner Signed _____
 Owner Print _____
 Ownership _____ %

Owner Signed _____
 Owner Print _____
 Ownership _____ %

Owner Signed _____
 Owner Print _____
 Ownership _____ %

 Black Rock Realty LLC-Agent