



## PROPERTY MANAGEMENT AGREEMENT

**PROPERTY MANAGEMENT AGREEMENT (THIS "AGREEMENT")** is made and entered into on \_\_\_\_\_ the "Effective Date") by and between individual trust/company with an address of:

\_\_\_\_\_,  
hereinafter referred to as the "Owner" known as \_\_\_\_\_,  
and Monument Real Estate Services, LLC, hereinafter referred to as the "Manager".

WHEREAS, Owner desires to engage and retain Manager and Manager hereby accepts such engagement to manage, operate, rent, and lease the following property, owned by Owner, subject to the terms \_\_\_\_\_ and conditions set forth in this Agreement:

\_\_\_\_\_  
(the "Property").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, and intending to be legally bound hereby, it is agreed as follows:

### **Responsibilities of Owner:**

1. Owner shall be solely responsible for all County and City tax bills, water bills, rental registration bills, required city inspections, and user fees for waste management.
2. Owner shall be solely responsible for all lawn care maintenance as well as snow and ice removal from driveways and sidewalks.
3. Owner shall be solely responsible for determining the structural integrity and physical condition of the Property prior to entering into this Agreement. By entering into this Agreement, Owner expressly warrants and represents that it has taken affirmative steps to confirm the structural integrity and physical condition of the Property prior to the Effective Date of this Agreement.
4. Monument Real Estate Services, LLC operates on a net 10 credit period; Owner balances must be paid within ten days of receipt of the monthly statement or invoice. Failure to pay the account balance within ten days of receipt of the monthly

statement or invoice may result in finance charges and/or late fees.

### **Responsibilities of Manager:**

The Owner hereby appoints Manager as an agent with authority to undertake obligations necessary for the fulfillment of the Agreement, which includes the following express authority:

1. To collect all rents due and as they become due, giving receipts therefore; to render to the Owner a monthly accounting of rents received and expenses paid out; and to remit to the Owner all income, less any sums paid out. Owner must designate a bank account – in the event that the Owner does not do so, no deposits can be made until one is established. Any fees charged to Tenants for late and/or returned payments are to be retained by the Manager.
2. To provide the Owner with monthly statements of rental receipts and expenses for the Property, and to remit to the Owner all rents and other amounts received by tenants for the Property, less the compensation due to Manager pursuant to this Agreement.
3. To make or cause to be made all decorating, maintenance, alterations, and repairs to said Property, with prior approval of Owner and to supervise all the Manager's employees in fulfilling Manager's obligations under the Agreement.
4. To advertise the Property and display signs, electronic lockboxes and virtual 3-D and self-guided viewings thereon; to rent and lease the Property; to sign, renew and cancel rental agreements and leases for the Property or any part thereof; to sue and recover for rent and for loss of or damage to any part of the Property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits, including but not limited to, authority to make any decisions that arise during any eviction proceeding or ancillary legal proceeding.
5. The sum of the security deposit will be paid to the Owner at the commencement of the Agreement. Owner shall be responsible for either tendering directly or tendering to Manager (to, in turn, return to the tenant) the security deposit so that it is paid to the tenant within thirty (30) days after end of tenant's occupancy. Security deposit is refunded in full less any damages to the Property.

### **Limitation of Liability:**

Subject to the terms and conditions of this Agreement, Manager's liability will be expressly limited to the value of services provided by Manager (and paid for by Owner) and in no event will Manager be liable to Owner for any indirect, special, punitive, or treble damages of any kind arising out of or relating to this Agreement or the work or activities performed

by Manager in connection therewith. Notwithstanding anything in this Agreement to the contrary, Manager shall be under no obligation to indemnify and hold harmless Owner for any damages or losses suffered by Owner as a result of the negligence or willful misconduct of Owner. The aggregate losses or damages for which Manager shall be liable with respect to any claim, action, or lawsuit made by Owner against Manager shall not exceed the aggregate monetary amount paid by Owner to Manager under this Agreement.

**Liability of Manager:**

Except in cases of gross negligence by the Manager, Owner expressly agrees to hold Manager harmless from any and all claims, charges, debts, demands, and lawsuits, including professional fees and attorney's fees, related to the management services provided under this Agreement. Owner expressly waives and releases Manager from any liability for injury to persons or property which may be suffered by any tenant, invitee, third party, or guest that enters the Property.

## **Property Maintenance Repair Authorization**

Monument Real Estate Services, LLC to have made all necessary repairs, improvements, and alterations required to maintain the Property in a good state of repair and appearance. Monument Real Estate Services, LLC agrees to secure the prior approval of the Owner on all expenditures in excess of \$\_\_\_\_\_ for any one item, except when, in the opinion of the Monument Real Estate Services, LLC, such maintenance or repairs are necessary to protect the Property from damage or to maintain services to the tenants as called for in their leases ("emergency maintenance or repairs"). Monument Real Estate Services, LLC is authorized to immediately make any repairs to chipping or peeling paint, consistent with **Cuyahoga County Lead Safe Program**. Manager will promptly notify Owner of any needed emergency maintenance or repairs within 24 hours by written notification via email. If Manager does not receive a 24-hour response from Owner, Manager may proceed with the emergency maintenance and repairs that may exceed the maximum amount.

### **Term of Agreement**

The term of this Agreement shall commence on the Effective Date and shall continue on a monthly basis in perpetuity. The Agreement shall automatically be renewed and extended for a like period of time. This Agreement may be terminated by mutual agreement of the parties at any time, upon payment to Manager of all fees, commissions, and expenses due Manager under terms of this Agreement. Additionally, providing there are no fees, commissions and expenses due to the Manager, this Agreement may be terminated by 30-day written notice by either party without mutual agreement. Upon the issuance of a 30-day termination notice, this Agreement shall terminate on the thirtieth day measured from the date of the written termination notice. Failure to provide a written notice of termination will result in a **\$150.00** fee for expediting termination of this Agreement, including the termination of utilities and other services. Manager, at Manager's sole discretion, shall determine whether termination of this Agreement is able to be expedited.

### **Entire Understanding**

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof and may not be modified, changed, or amended, except by a writing signed by both parties.

### **Governing Law**

This Agreement, regardless of where made, shall be construed, governed, and enforced in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

### **No Representations**

Owner warrants and represents that no representations or promises were made by Manager, other than the obligations set forth in this Agreement.

## Compensation of Manager:

Owner agrees to compensate Manager as follows\*:

- Onboarding
  - Onboarding Fee: **\$250 for a single-family home (SFH) and \$300 for multifamily units.** for the first unit, **\$50.00** for each additional unit
    - Additional fees may apply if we are not provided all tenant information, and/or if we have trouble accessing each unit.
- Monthly Management Fees
  - Vacant Units:
    - A monthly fee of **\$50.00** per unit per month for all vacant residences.
  - Occupied Units:
    - Single Family Properties: The greater of **10%** or **\$95.00** per month per property.
    - Multi-Family Properties: The greater of **10%** or **\$95.00** per month per unit.
- Leasing Fees
  - Placement of Electronic Lockbox for Showings and 3D Virtual Tour: **\$100.00**
    - This is included in the Tenant Placement Fee if we are marketing the property
  - Tenant Placement Fee: **Equivalent to 1 month's rent**
    - If the owner places a tenant while the manager is marketing unit, a Tenant Placement Fee is still required.
  - Lease Renewal Fee: **\$125.00**
  - Month to Month Fee: **\$50 per month**
- Legal and Government Compliance
  - Evictions: **\$799.00** (covers 1<sup>st</sup> and 2<sup>nd</sup> cause)
  - Eviction Continuance: **\$50.00** each continuance
  - Section 8/Subsidized Housing Voucher Packet/Inspection Processing: **\$150.00**
  - Yearly Rental Registration Processing Fee: Starting at **\$150**
  - Notice Posting: **\$75.00**
    - Including, but not limited to: 3 Day Notice for delinquency, 30 Day Notice to Vacate, etc
  - Attendance at Legal Proceedings:
    - Rent Deposit Hearings: **\$799.00**
    - Violation Hearings: **\$350.00**
  - Eviction Move Outs: Starting at **\$200.00**
  - Collections Placement: **\$75.00** fee
  - Collection Payment Processing: **\$25.00** fee per processed payment

- Inspections:
  - To have a Monument team member present for Utility Inspections to provide access: **\$40.00** per hour
  - Occupancy Check: **\$75.00** per visit
  
- Maintenance
  - Trip Charge: **\$75.00**
  - Lock Fee: **\$90.00** for the first unit, **\$50.00** for each additional unit.
  - All administrative costs and charges associated with retaining and coordinating third-party contractors to perform services on the Property. \*\*
- Postal/Mailing Services: starting at **\$25.00 and up**

\*Some services require the Owner's account to be fully funded and/or a contribution must be made by the 1<sup>st</sup> of the month.

\*\*The Owner has the option to either:

- Find, select, and contract with its own third-party contractors for construction, renovation, and/or maintenance-repair services to the Property, for which Manager will provide no assistance and receive no compensation; or
  - Retain Manager to locate third-party contractors to provide maintenance-repair services to the Property, on an as-needed basis, for which Manager will coordinate, schedule, and charge an administrative fee to Owner.
  - Additional Programs
- 
- Utility Bill Pay Program: **\$50.00** per month (auto-enrollment)
    - The Cleveland area water and sewer companies require services to remain in the property owner's name. This means that owners are responsible for paying the monthly bills as they come in. Through the Utility Bill Pay Program, we coordinate payment for the monthly water and sewer bills to the respective utility companies on your behalf.
      - Single Family Properties: When the property is occupied, we bill the Tenants for reimbursement for the utility bills.
      - Multi-Family Properties: Due to there only being one meter per property, regardless of number of units, Tenants in multi-family properties cannot be charged for water/sewer services.
  
  - Other Recurring Bill Payments: **\$50.00** per month
  
  - Lawn Care Program: **\$125.00** per month (April through October, auto-enrollment)
    - In accordance with the lease agreement, the Tenant is responsible for lawn maintenance. However, the Owner could receive up to a \$500.00 fine for tenant non-compliance. In addition to the hefty fine, a fine levied by the City of Cleveland could prohibit an eviction, should your tenant fail to pay their rent.
    - This program includes two cuts per month and removal of all grass clippings. For properties participating in this program, Monument Real Estate Services will assume all liability and costs associated with any fines received during the length of the program.

- Annual Inspection & HVAC Servicing Program: **\$150.00** for the first unit, **\$100.00** per each additional unit (auto-enrollment)
  - This program includes the following:
    - Detailed HVAC servicing, to include:
      - Vacuuming out the furnace
      - Replace filters
      - Check thermostat and replace batteries
    - Overall inspection of the property and installation of smoke/carbon monoxide detectors as needed. \*
      - \*New smoke/carbon monoxide detectors will be charged at a rate of \$75.00 per detector and will be installed in accordance with Ordinance 392.021.
      - For properties with existing smoke/carbon monoxide detectors, batteries will be replaced in accordance with Ordinance 392.04.

**IN WITNESS WHEREOF, the parties here to execute this Agreement on the date first above written.**

\_\_\_\_\_  
(Owner Signature)

\_\_\_\_\_  
(Manager Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)