

NEW YORK PROPERTY MANAGEMENT AGREEMENT

This AGREEMENT entered into this ____ day of _____, 20__ by and between _____, hereinafter called Owner, and _____, hereinafter called Agent.

For and in consideration of the covenants herein made the parties agree as follows:

1. **EMPLOYMENT:** The Owner hereby employs Agent as its exclusive authorized agent to lease, rent, operate, and manage the real property located at _____ in the City of _____, New York at the monthly rate of \$_____ dollars per month. Agent is given permission to rent the premises for as low as \$_____ dollars per month if the market conditions warrant such reduction. Such reduction will be at the discretion of the Agent. The Initial term of this agreement shall be for a period of one year from the date hereof. In the event the term of the lease so negotiated exceeds the term of this agreement, this agreement shall automatically be extended to include the term of the lease so negotiated and any renewals thereof.
2. **LEASING:** Agent is authorized to advertise and utilize all professional methods to secure and qualify tenants; to execute leases and renewals; to terminated tenancies and to sign and service for the Owner in such matters relating to efficient property management; to institute legal actions in the name of the Owner to evict tenants when necessary. Any such expenses, if not otherwise collected by the Agent shall be deducted from future rents. A copy of the form lease to be used by Agent for Owner, and prospective tenants is attached hereto. Owner agrees to the form and content of said lease and subject to the insertion of rental rates and duration, agrees to be bound by the terms there of when executed on its behalf by Agent.
3. **RENTS:** Agent is authorized to collect and disburse rents, security deposits and other such funds. Disbursements of rents will be in accordance with Owners requirements; Agent shall not be liable for any loss suffered by the Owner as a result of refusal of a tenant to pay rent or from the negligence of a tenant.
4. **MAINTENANCE:** Agent is authorized to employ, supervise and discharge all labor required for the operation and maintenance of the property. Such authorized repairs shall not exceed \$_____, except emergency repairs, without Consent of the Owner. Any authorized repair, operation or maintenance cost shall be paid within (7) seven days.
Owner agrees to indemnify and hold Agent harmless from any act or omission with respect to property operation or maintenance as hereinafter set forth in this agreement

5. FEES: In consideration for services performed by Agent, Owner agrees to pay a Leasing Fee in the amount of the security deposit, equal to one months rent for each tenant procured; however, no more than one Leasing Fee per year will be paid and no additional Leasing Fee for the same tenant who renew their lease will be charged. Owner agrees to pay a one time fee of \$_____ for lease setup on each already occupied unit. Thereafter, the management fee will be ___% of the gross rents received, per month required. There is no Management fee if the property is vacant.
6. CONTINUITY: After the initial term of this rental agreement, Owner authorized Agent to continue leasing and/or re-leasing said property and act as Agent unless notified in writing sixty (60) days prior to the expiration of any lease or rental agreement.
7. TERMINATION: This agreement may be terminated, in writing, by notice of either party during any period when the house is unoccupied by tenants (provided that Agent has been fully reimbursed for any expense incurred by Agent or as fee due Agent); or by payment in advance of any fees and charges which would otherwise be due and payable to Agent over the term of an existing lease entered into by and between Agent and tenant on behalf of Owner over the period of the lease and any previously negotiated extensions.
8. LIABILITY: Agent shall not be liable to Owner for any loss, damages, claim, liability, expense, or penalty, or for any direct, indirect special, secondary, incidental, or consequential damages, howsoever or whenever the same may arise. Owner hereby assumes and will indemnify and hold harmless the Agent with respect to any loss or damage claimed by third persons that may arise as a result of Agent's management, operation, or maintenance of the property. Owner shall maintain hazard insurance with extended risk coverage on the property for its full insurable value and liability in connections therewith in the minimum amount of One Million Dollars (\$1,000,000.00) and shall have Agent named as additional insured. Owner shall provide evidence of such insurance coverage within ten (10) days of Agent's demand therefore.
9. RECORDS: Agent shall render Owner a statement monthly showing all funds collected and disbursements made there from. Net proceeds, after deducting of fees and expenses, shall be paid to Owner on a monthly basis.
10. LOCKBOX: Owner desires does not desire utilization of a Lockbox System. In this connection, Owner has been informed that through use of a Lockbox System, the property may be more readily shown to prospective tenants, but personal property of the Owner may therefore, be more susceptible to theft or damage. Owner agrees that the Lockbox, if utilized will be for the benefit of Owner and releases Agent and from those working through Agent from all liability in connection with the loss that may occur.
11. INDEMNIFICATION: Owner certifies to the best of Owner's knowledge this property has not evidence of radon gas, lead paint or urea formaldehyde foam at this time and none has been removed from this property. Owner hereby agrees indemnify Agent of responsibility.

REQUIRED INFORMATION:

Owners Name on Deed: _____

Contact Person: _____

Owners Mailing Address: _____

City _____ State _____ Zip Code _____

SSN _____ Federal ID No. _____

Home Phone () _____ Work Phone () _____

Cell Phone () _____ FAX () _____

Email Address: _____

Emergency Contact:

Name _____ Phone () _____

Address: _____ City _____ State _____ Zip _____

Both parties agree and understand that all properties must be leased and managed without regard to a prospective tenant's race, color, religion, gender, handicap, familial status, national origin or sexual orientation.

OWNER

DATE

OWNER

DATE

AGENT

DATE