

lease agreement, ____% of one month's advertised rental or lease amount with a minimum charge of \$_____.

- vi) Advertising: All direct advertising expenses related to the Property, plus an administration fee of ____% of such expenses. All indirect advertising expenses related to the Property including, but not limited to, internet and web site vacancy advertising and marketing.
- vii) Property Inspection: For periodic inspections of Property, according to current Manager Fee Schedule.
- viii) Labor/Materials: ____% of gross invoices for all labor and materials arranged for and contracted by Manager or performed by Manager for extraordinary remodeling, redecorating or repair of the Property, which labor and materials have been approved by the Owner, except this provision will not apply to any single repairs and maintenance costing less than \$_____.
- ix) Miscellaneous: All charges for international long distance phone, facsimile charges or photocopies requested by Owner. Reimburse ORLTA lobbying, legislative efforts and appropriate supplies/forms.
- x) Eviction: For each living unit managed by Manager, \$_____ per month, in consideration for which Manager will pay all filing fees and court costs in connection with any necessary court legal action (FED) for eviction of any lessee or tenant whose tenancy was commenced, or is presently overseen, by Manager. However, should any lessee or tenant request and be granted a jury trial for any eviction action, or if any lessee or tenant shall assert any counterclaim against Owner or Manager, Owner shall remain liable for payment of all expenses incurred for such legal action pursuant to other terms of this Agreement.

- (b) Management fees shall be deducted from owner's account on or about the sixth day of the month earned.
- (c) If an owner has multiple properties managed by Manager, owner authorizes the transfer of trust account funds between the accounts and ledgers of individual properties for the payment of prearranged obligations or authorized maintenance expenses and where delay of payment due to insufficient funds may cause late payments.
- (d) Owner consents that all interest amounts received by Manager on any income from lessees or tenants operating funds, security deposits, cleaning fees, or any other amounts held for the account of Owner shall be paid to Manager as additional compensation as allowed or directed by Oregon law. Manager shall retain all lessee and tenant application fees, rebates, non-sufficient bank check charges, late charges, and non-compliance fee collected from any lessee or tenant.

3. Property Repair, Maintenance and Expenses:

- (a) Owner represents (i) that all past repairs and remodeling of buildings, improvements and fixtures located on the Property have been accomplished with required governmental permits and approvals and (ii) that the Property's use is consistent with and complies with all applicable zoning and building regulations and (iii) that the Property is not uninhabitable

within the meaning of Oregon laws.

- (b) Without relieving Owner of Owner's responsibilities under paragraph (a), above, and without Manager assuming any responsibility under paragraph (a), Manager, on behalf of Owner and at its expense, will arrange for and oversee all reasonably necessary contracts with third-party independent contractors, suppliers and inspectors for utilities, services and any supplies or materials reasonably required, of which Manager is aware, for the leasing or rental, security, repair and maintenance of the Property. Manager shall not be liable to Owner for any act, omission or breach of duty of any independent contractors, suppliers or inspectors. Manager may, at its option, use its personnel or other controlled companies to perform maintenance and repairs on the Property, the cost of which will be based either on competitive bid prices or reasonable hourly rates. Manager has authority to authorize inspections of the Property by independent parties.
- (c) Manager shall obtain Owner's prior authorization for any single contractor estimated Property repair expense exceeding \$_____, excepting emergency repairs which Manager deems necessary for the protection of the Property or to comply with state and federal laws and regulations. Owner may, for an additional monthly charge of \$_____, be consulted on all routine repairs, excluding emergency repairs (**Yes** ____). Owner may request that Manager obtain a second contractor repair estimate for any single repair which exceeds \$_____ and three contractor estimates for single repairs in excess of \$_____. Owner may also request that Manager obtain additional contractor estimates for a charge by Manager of \$_____ each.
- (d) Manager does not assume any obligation or responsibilities for the maintenance and protection of the Property except as specifically provided in this Agreement.
- (e) All funds belonging to Owner may be used by Manager for payment of expenses on all properties of Owner covered by any Management Agreement with Manager.

4. Owner Representations and Duties:

- (a) Owner warrants that Owner is the sole Owner or Co-Owner of the Property and has authority to execute this Agreement, and any amendments or supplements hereto, on behalf of all other co-owners.
- (b) Owner shall be responsible for the payment of all mortgage or trust deed payments, property taxes, special assessments, homeowners' association fees, and premiums for casualty and liability insurance relating to the Property. Owner agrees to comply with all obligations in connection with any trust deed, mortgage, property taxes, tax liens, association fees, or any other obligation which could lead to foreclosure of, or legal action against, the Property. Owner warrants that the Property is not subject to any legal proceedings or foreclosure. Owner shall promptly notify Manager of any threat by a third party of foreclosure or action to be taken for non-compliance or claimed default with any obligation of Owner, in which event Manager may at its option hold all funds related to the Property and not make further disbursements to Owner until any claimed default has been cured. Should any foreclosure process be threatened or initiated which might, in the opinion of Manager, affect the validity or enforceability of any lease or rental agreement relating to the Property, Manager shall have the right to terminate any lease or rental agreement and release any lessee or tenant from any rental agreement and all future obligations, refund any security deposit, and deduct from Owner funds all amounts due to Manager, including all fees or expenses owed Manager.
- (c) Owner will promptly make available to Manager upon request all data, records and information pertaining to the Property which Manager may reasonably require. Owner shall notify Manager if any lead-based paint or any mold conditions exist on the Property. Manager may disclose such information to any potential lessee or tenant and provide them with any required disclosures.

- 5. Periodic Statements/Disbursements to Owner:** After the 20th day of each month, Manager shall issue to Owner an itemized accounting of all income and expenses related to the Property and disburse to Owner all income received less expenses and other amounts described in this Agreement. Manager shall maintain a \$_____ balance in Owner's account for potential future expenses. If expenses exceed income, Owner will promptly pay any deficiency to Manager after Manager applies all of Owner's funds to payment of such deficiency.

Owner agrees that Manager may transfer funds electronically via the internet or Automated Clearing House (ACH) software to a bank account designated by Owner. Manager may make payments electronically to a vendor's account for expenses relating to the Owner's property.
 - 6. Manager Lease Enforcement Authority:** Manager shall have authority on behalf of Owner to terminate any lease or rental agreements covering the Property that have been breached or are in default by the lessee or tenant; to execute and serve such legal or other notices as Manager deems appropriate; to institute legal actions for the benefit of, and at the expense of, Owner for the purpose of evicting lessees or tenants in default and to recover possession of the Property; to recover unpaid rents and other sums due from any lessee/tenant; to settle, compromise and release claims by or against any lessee/tenant; and to employ attorneys for all said foregoing purposes. Manager shall have the right to terminate any tenancy or lease if lessee or tenant makes payment of rent more than five days late on at least two occasions.
 - 7. Insurance; Hold Harmless:** Manager shall not be liable for any neglect, abuse or damage to the Property premises or for loss or damage to any personal property of Owner caused by lessees and tenants, vandals or others. Owner assumes all responsibility for obtaining and maintaining all casualty insurance coverage for damage of any type to the Property. Owner agrees to carry, at Owner's expense, liability insurance, in a minimum amount of \$_____, with a company licensed in Oregon, naming Manager as additional insured and to provide Manager with proof of such coverage. Owner understands that Owner's property and liability insurance may be void if Property is vacant more than a prescribed time period.

Owner agrees to indemnify, defend and hold Manager harmless from all claims and lawsuits by tenants or third parties for (i) losses or damages to personal property or due to injuries or death of any person (whether the claim is made during the term of this Agreement or after its termination) related to the condition or use of the Property and (ii) losses or damages on account of the condition of the property, including but not limited to claims relating to habitability. The foregoing shall not relieve Owner of any obligations for indemnity or contribution as may be imposed under any Oregon law.
 - 8. Termination:** This Agreement is on a month-to-month basis and either party may terminate this Agreement upon 30-days written notice delivered to the other party. If, however, this Agreement is terminated by Owner within six months of its effective date Manager shall be entitled to the charges as described in paragraph 2, above. A service fee of \$_____ per month may be imposed after the effective termination date of this Agreement until any unpaid balance due from Owner is paid.
- Notwithstanding anything to the contrary, this Management Agreement may be terminated by Manager upon 24-hours notice to Owner if, in Mainlander's sole determination, Owner fails to keep the Property habitable as required under any law or governmental rule, Owner engages in any unlawful discrimination or the Property condition or use violates any applicable law or governmental regulation.
- 9. Change in Agreement:** Manager may change the terms under which Manager is willing to provide services in the future under this Agreement, but only by giving at least 45-days advance written notice to Owner.
 - 10. Disputes:** Any dispute or claim between the parties arising out of, or related to, this Agreement shall be limited to breach of contract or claim for indemnity or contribution.

11. Notices: All notices to Owner shall be mailed to the address shown below and to Manager at the address shown above, unless written change is delivered by one party to the other.

12. Other:

- (a) Owner recognizes that Manager manages properties for others as well as properties owned by principals or employees of Manager and agrees that Manager may offer all such properties, including Owners, to all prospective lessees or tenants.
- (b) Owner will not engage in any unlawful discrimination in the leasing or rental of the Property including discrimination based on race, color, national origin, religion, age, sex, or disability.
- (c) Records and data maintained by Manager relating to the Property may be destroyed six years after termination of this Agreement without any further notice to Owner.
- (d) Owner recognizes Manager may delegate to a person who is not licensed under Chapter ORS. 696.030 the authority to conduct duties which may include: showing properties, negotiating lease agreements, checking tenant references, conducting tenant relations, physically maintaining the real estate, collecting rent, and discussing financial matters with the owner of the property.

13. Owner Acknowledgment: Prior to signing, Owner acknowledges receiving and having an opportunity to read this Agreement.

Manager: _____

By: _____

Authorized Agent

Approved By:

Broker: _____

Owner(s):

Owner (print)

Owner (signature)

Co-Owner (print)

Co-Owner (signature)

Mailing Address

City State Zip

Street Address (if different from Mailing Address)

City State Zip

Home Telephone Work Telephone

Cell Telephone

Email Address