

Miami Valley Realty  
DBA Mak Gregor Management  
PROPERTY MANAGEMENT AGREEMENT

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between

«OwnersName» ("Owner") and Mak Gregor Management ("Agent").

**I. Appointment and Acceptance.** Owner appoints Agent as exclusive Agent for the management of the property, and Agent accepts the appointment, subject to the terms and conditions set forth herein.

**2. Description of Project.** The property consists of the land, buildings and other improvements located at: «PropertyAddress» and includes: «DescriptionSize»

**3. Marketing.** Agent will carry out marketing activities for the project. Advertising expenses will be paid out of the Management Account as Project expenses.

**4. Rentals.** The following provisions will apply:

- a. Agent will follow a tenant selection policy stipulated and performed by Agent.
- b. Agent will show the premises to prospective tenants.
- c. Agent will take and process applications for rentals. If an application is rejected, the rejected application will be kept on file for one (1) year.
- d. Agent will prepare all dwelling leases, and will execute the same in its name, identified thereon as Agent for Owner.
- e. Owner will provide copies or originals of all current leases and applications upon acceptance of contract. Owner will provide Agent with all current security deposits for all current residents.
- f. Agent may place resident managers on site, as Agent deems necessary.  
Resident managers will be compensated with a rent reduction.
- g. Agent will negotiate concession agreements; will execute the same in its name, identified thereon as Agent for Owner.
- h. Agent will collect, deposit and disburse security deposits, if required, in accordance with the terms of each tenant's lease.

**5. Collection of Rents and Other Receipts.** Agent will collect when due all rents, charges and other amounts receivable on the owners account in connection with the management and operation of the Project. Such receipts will be carried in the Agent's trust account.

**6. Enforcement of Leases.** Agent will seek full compliance by each tenant with the terms of his/her lease. Nevertheless, Agent may lawfully terminate any tenancy when, in Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the tenant's lease. For this Agent is authorized to consult with legal counsel to be designated by agent to bring action for eviction and to execute notices to vacate and judicial pleadings incident to such actions. Attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the Property Management Account.

**7. Maintenance and Repair.** Agent will cause the project be maintained and repaired in accordance with Owner's requirement and local codes, and to be in a condition at all times acceptable to owner. Such repair and maintenance shall include but not be limited to cleaning, painting, decorating, plumbing, carpentry, grounds care and such other work as may be necessary. With regard thereto, the following provisions will apply:

- a. Special attention will be given to preventative maintenance, and to the extent feasible, the services of regular maintenance will be used.
- b. Agent will contract with qualified independent contractor, for the maintenance and repairs beyond the capability of regular maintenance.
- c. Agents will systematically and promptly receive and investigate all service requests from tenants, take such action as may be justified, and will keep records of the same.
- d. Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.
- e. The prior approval of owner will be required for any expenditure which exceeds **\$«ContactLimit»** in any one instance for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the operating budget or emergency repairs involving manifest danger to persons or property, or which are required to avoid suspension of any necessary service to the Project. In the latter event, Agent will inform Owner of the facts as promptly as possible.

**8. Utilities and services.** In accordance with Owner's merits and the operating budget, Agent will make arrangements for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities and telephone service as needed.

**9. Disbursements from Management Account.**

- a. From the funds collected, Agent will make the following disbursements promptly when payable:
  - (1) First-reimbursement to the Agent for his Management Fees, Leasing Fees and Office Expenses.
  - (2) Next payment of services and supplies contracted in the Agent's name and for which the Agent is liable.
  - (3) Next-to the mortgage payment for the property.
  - (4) Next to all other services and suppliers to the property.

(5) Next, to owner over minimum balance. Minimum balance to be \$«MinimumBalance» plus all residents security deposit

- b. In the event that the balance in the Management Account is at any time insufficient to pay disbursements due and payable under Subsection 9a above, Agent will inform Owner of that fact and Owner will then remit to Agent sufficient funds to cover the deficiency and leave minimum amount in account. In no event will Agent be required to use its own funds to pay such disbursements.

**10. Records and Reports.** In addition to any other requirements specified in this agreement, Agent will have the following responsibilities with respect to records and reports:

- a. Agent will establish and maintain a comprehensive system of records, books, and accounts. They will be subject to examination at reasonable hours by the owner or any authorized representative of Owner once 24 hour written notice is given to Agent.
- b. Agent will prepare a Monthly Statement of Operations, and will submit each such report to Owner within (15) days after the end of the month at address furnished to Agent by Owner
- c. Agent will furnish such information as may be requested by owner from time to time with respect to the financial, physical or operational condition of the Project.
- d. End of year reports will be sent to owner. These will include all necessary information for tax preparation.

**11. Bids, Discounts, Rebates, Etc.** Agent will obtain contract materials, supplies, utilities, and services on the most advantageous terms to the Project, and is authorized to solicit bids for those items which can be obtained from more than one source.

**12. Insurance.** Owner will inform Agent of insurance to be carried with respect to the Project and its operations, and Agent will cause such insurance to be kept in effect at all times. The insurance will include public liability coverage, with Agent designated as one of the insured, in amounts acceptable to Agent as well as Agent will investigate and furnish Owner with full reports as to all accidents, claims, and potential claims for damage relating to the Project, and will cooperate with owner's insurers.

**13. Compliance with Governmental Orders.** Agent will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by federal, state, county or municipal authority. Nevertheless, Agent shall take no such action so long as Owner is contesting, or has affirmed its intention to contest, any such order or requirement. Agent will notify Owner promptly in writing of all notices of such orders or other requirements.

**14. Non-Discrimination.** in the performance of its obligations under this agreement, Agent will comply with the provisions of any federal, state or local law prohibiting discrimination in housing.

**15. Agents Compensation.** Agent will be compensated for its services by monthly fees, to be paid out of the Management Account. Such fees will be payable prior to the monthly close of the books and preparation of the owner's monthly operating statement.

The compensation, which Agent shall be entitled to receive for his services performed under this Agreement, shall be: \$ «ManFee»

**16. Term of Agreement.** This Agreement shall be in effect for a period of ONE-year (s) «StartDate». This contract is subject to cancellation after its initial term is up by either party provided 60 day written notice is given to allow adequate time to prepare all paperwork and notify vendors and residents.

**17. Interpretative Provisions.**

- a. At all times, this agreement will be subject and subordinate to all rights of the Mortgagee, and will constitute a binding obligation upon the Parties, and their respective successors and assigns.
- b. This Agreement constitutes the entire agreement between Owner and Agent, with respect to the management and operation of the Project, and no change will be valid, unless made by written agreement executed and approved by the Parties.
- c. This Agreement has been executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any of the other counterparts.

**SIGNED:**

**OWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**ADDRESS:** «OwnersAddress» **PHONE:** «OwnersPhone»

**Social Security or TIN #** «OwnersSS»

**2<sup>nd</sup> Address if necessary:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**AGENT:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



# Mak Gregor Management

«StartDate»

ATTENTION ALL RESIDENTS: «PropertyAddress»

The management of the property you currently rent will be taken over by Mak Gregor Management starting «StartDate».

All rents should be paid to us and you may contact us for any concerns or requests.

All maintenance problems should be directed to 277-1016, please leave a detailed message with your name, address including apartment number, phone number and a description of the problem. If maintenance is not performed within 48 hours please call back and inform them the work is not done.

You may contact Mak Gregor Management at 274-8142, or by mail at:

Mak Gregor Management

P.O. Box 259

Dayton, Ohio 45405

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Our Main Office is located at:

6601 N. Main St.

Dayton, OH 45415

North of Philadelphia Dr. on Main, Across from "AAA", at Woodbury and Main Street

Your files have been forwarded to us from the owner, as well as your application, lease, and security deposit.

If you have any questions please do not hesitate to call us 24 hours a day. We take messages off nightly and on weekends and we will respond to your call.

Enclosed please find a questionnaire for you to fill out and return to us and envelopes you should use when paying your rent.

We look forward to serving you.

Regards,

Mak Gregor Management

**QUESTIONNAIRE**

Please fill out completely and return as soon as possible. The person who signed the original lease for the apartment should sign this form:

Name: \_\_\_\_\_

Address: **«PropertyAddress»** APT# \_\_\_\_\_  
(Circle building number)

When did you move in: \_\_\_\_/\_\_\_\_/\_\_\_\_

Home Phone #: \_\_\_\_\_

Pager #: \_\_\_\_\_

Cellular #: \_\_\_\_\_

On what date did your lease begin: \_\_\_\_\_ 20\_\_\_\_\_

Number of people in your apartment: \_\_\_\_\_

Names, Date of birth and Social Security #s of all residents in your home:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Rent: \$\_\_\_\_\_ Deposit: \$\_\_\_\_\_

The following information is needed for anyone over the age of 18 living in the apartment:

Employment: \_\_\_\_\_ Phone: \_\_\_\_\_

Employment: \_\_\_\_\_ Phone: \_\_\_\_\_

Employment: \_\_\_\_\_ Phone: \_\_\_\_\_

Indicate here whose income is used to pay the rent: \_\_\_\_\_

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_