

## Property Management Agreement

This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, herein referred to as "Owner", and Oak Harbor Property Management, LLC, herein collectively referred to as "Agent".

### 1. Employment of Agent.

The Owner hereby employs the Agent as the renting and management agent of the property located at:

Oak Harbor, Washington, 98277 as the "Property".

### 2. Renting Property.

The Agent shall use all reasonable efforts to lease Property to desirable tenant(s). Owner shall be financially responsible for all marketing ads/campaigns not typically provided by Agent. Reasonable marketing includes yard sign and advertisement syndication to the Internet including rentoakharbor.com, craigslist.com, rentals.com, apartments.com, homes.com, hotpads.com, zillow.com and trulia.com per AppFolio's partnership.

### 3. Collection, Holding, and Disbursement of Monies.

Agent shall be responsible for collection of monthly rental payments, deposits, charges, fees, etc. from tenant(s) as such amounts become due and shall deposit all such amounts into trust account(s) at Banner Bank. Agent shall abide by terms of RCW Sections 59.18.063, 59.18.253, 59.18.260, 59.18.270, 59.18.280, 59.18.285, and all other Washington State regulations governing handling of tenant monies. Such monies of the Owner shall not be commingled with funds of the Agent. Assuming timely Tenant rent payment and no unforeseen Agent hindrances, Agent shall initiate ACH disbursement to the Owner and provide monthly statement of receipts on the 10th of each month.

### 4. Maintenance and Operation.

The Agent is authorized and required, at the expense of Owner, to perform the following activities and duties:

- a) Purchase supplies as necessary.
- b) Establish and maintain complete and orderly files for each tenant containing correspondence, rent records, rental agreements, and all other documents and papers pertaining to the tenancy and management of the property.
- c) Make ordinary repairs and alterations.
- d) Maintain the exterior, landscaping, and lighting fixtures in a clean and operating state.
- e) Respond to tenant complaints, inquiries, requests for maintenance, and notices of termination.
- f) Perform all other services reasonably necessary for the care, protection, maintenance and operation of the Property and the prevention of waste, damage or injury thereto.

### 5. Reimbursement of Expenses.

Owner agrees to fund a reserve account for non-emergency repairs in the amount of \$300 per property. Owner agrees to continually fund this reserve account when as expenses occur at time of next disbursement. Agent shall review all bills and statements received for services, work, supplies and other expenditures incurred by or on behalf of Owner in connection with the maintenance, operation and Ownership of the Property and pay or cause to be paid in a timely fashion all expenses. The Owner shall reimburse the Agent for all such expenditures on a monthly basis upon presentation of the receipts, billing statements or other evidence of

expense together with a certification of payment and approval of charges. Agent will contact Owner if repairs are expected to exceed \$300. Agent will always attempt to contact Owner immediately if an emergency repair is needed. Owner authorizes Agent to facilitate immediate and reasonable emergency repairs at Owner expense if Owner cannot be immediately contacted.

**6. Property Access Devices.**

Owner authorizes Agent, if needed and at Owner expense, to install and/or rekey property and provide four Do Not Duplicate keys to property, three keys for all other locks, and two garage door openers, etc. All property access devices not provided to Agent will be deducted from \$300 reserve account.

**7. Agent's Compensation.**

In consideration of the performance of its management duties, Agent shall be entitled to receive and Owner shall pay to Agent a **Management Fee** equal to **FIVE PERCENT (5% ) based on actual collected rents**. Agent retains 100% of all penalty fees charged per lease policy to tenant(s) by Agent. Said **Management Fee** shall be payable to Agent monthly within ten (10) days after the end of each calendar month.

**8. Indemnities.**

Owner shall indemnify and hold Agent harmless from and against all claims, damages and costs (including attorney fees) arising out of or in connection with the management of the Property and the operation thereof, except for nets of Agent taken outside of the scope of its employment and acts of willful misconduct of Agent (collectively "Unauthorized Acts"). Agent shall indemnify and hold Owner harmless from and against all claims, damages and costs arising out of or in connection with Unauthorized Acts. The indemnities here in contained shall not apply to any claim with respect to which the indemnified Party is covered by insurance, provided that the foregoing exclusion does not invalidate the indemnified party's insurance coverage.

**9. Term of Agreement.**

This Agreement shall commence on the date hereof and shall continue in force and effect until termination by either party. Owner termination must be made via email request only to Agent. In Witness Whereof, the parties have signed this Agreement as of the date first written on page one.

**Owner Affirms Ownership and Controlling Interest in Property and Agrees to All Terms Described Above.**

Name:

Signature:

Date:

**Agent.**

Name:

Signature:

Date: