

# DiMar Residential Property Management Agreement Exclusive Agency Agreement

Property Owners: \_\_\_\_\_  
\_\_\_\_\_

1. **Grant.** Owners hereby grant to DiMar Property Management and DiMar Property Management hereby accepts from Owners, for the Term as hereinafter defined in Section 9, the exclusive right to manage the property located at \_\_\_\_\_ city of \_\_\_\_\_, Oregon on the Owners' behalf (the "Property"). Owners represent and warrant to DiMar Property Management and DiMar Property Management has been substantially induced by such representation and warranty to enter into this Agreement, that: (a) Owners exclusively own all of the Property and have the right to engage DiMar Property Management as Owners' management agent, without requiring the permission or consent of any other party; (b) Owners have not incurred an event of default to any lenders who hold a deed of trust or mortgage against the Property, and Owners will not do so during the Term; (c) Owners are not delinquent in the payment of homeowner association (or equivalent) dues, assessments, fees or charges, and will not become delinquent during the Term; (d) Owners are not delinquent in the payment of ad valorem taxes and assessments, and will not become delinquent during the Term and (e) Owners will timely and completely satisfy all of the Landlord's obligations in all pre-leasing activities and as stated in all leases of the Property, in addition to those obligations provided by federal laws, Oregon statutes and local ordinances. The foregoing are referred to as "Events of Default" or "Event of Default."
2. **Services Provided.** DiMar Property Management will exercise its diligent efforts to market the Property in Oregon, in an effort to generate prospective tenants. DiMar Property Management's marketing efforts can include: newspaper advertising, sign mounted flier marketing, real estate signage both directional and on property, internet portal search listing services and computer mail outs of the listing to other real estate (the "Services"). In addition, DiMar Property Management will provide 24 hour telephone answering systems for incoming calls from its marketing efforts. Within a reasonable time after generating a prospect, an authorized DiMar Property Management representative shall meet the prospect at either DiMar Property Management's office or the Property. As your authorized agent and upon approval of your application, after tenant's application has been verified, DiMar Property Management will also negotiate the terms of the lease, at no expense; provided however that you are responsible for payment of attorney's fees and related costs, if required. Upon mutual agreement, and if allowed, a lease sign, lock box or key box may be placed outside the Property.
3. **Applicant Screening.** DiMar Property Management will exercise diligent efforts to provide qualification screening of all prospective tenants; however, DiMar Property Management makes no representations or warranties concerning the qualifications of any prospect. Such screening shall include rental and employment histories, criminal background checks, and credit histories.
4. **Preferred Marketing Agreements.** As an inducement to third party vendors and contractors, to offer Owners lower rates and faster service, DiMar Property Management occasionally offers pagers, loans, factoring services and other benefits to contractors, in exchange for discounted invoices and fees. DiMar Property Management may also contract with vendors regarding marketing and ad campaigns to tenants. DiMar Property Management retains factoring fees and marketing inducements that it receives from contractors and vendors.
5. **Power of Attorney.** Owners designate DiMar Property Management as Owners' limited agent for the purpose of executing and delivering all leases, renewals, extensions, modifications and amendments; however, neither DiMar Property Management nor the individual executing such documents on behalf of DiMar Property Management, shall incur any liability by executing and delivering such documents. Further, DiMar Property Management may elect to refuse to sign such documents on Owners' behalf at any time, and such refusal shall not be deemed to be an event of default in DiMar Property Management's obligations provided in this Agreement. Owners shall be jointly and severally liable for all obligations stated in such documents; as if Owners executed and delivered same and Owners fully indemnify and hold DiMar Property Management and its shareholders, directors, officers, employees, contractors and agents harmless from all obligations of the Landlord stated in such documents.
6. **Independent Contractor Status; Delegation of DiMar Property Management's Duties.** This agreement shall not be construed to create a partnership between Owners and DiMar Property Management. It is specifically understood that DiMar Property Management is acting hereunder as an independent contractor and DiMar Property Management may appoint or engage any person or company in DiMar Property Management's discretion to perform any or all of the Services. The Services are not exclusive and DiMar Property Management

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and its principals shall at all times be free to perform the same or similar Services for others, as well as engage in business activities which may be competitive with Owners.

7. **Limitation of Liability.** DiMar Property Management shall have no liability whatsoever, to Owners, except as otherwise provided herein. OWNERS AGREE TO INDEMNIFY AND HOLD DIMAR PROPERTY MANAGEMENT AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND CONTRACTORS HARMLESS FROM ALL LOSSES AND DAMAGES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF, OR IN CONNECTION WITH ANY CLAIM BY A TENANT OR THIRD PARTY AGAINST DIMAR PROPERTY MANAGEMENT, IN CONNECTION WITH DIMAR PROPERTY MANAGEMENT 'S OBLIGATIONS AND PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IF TENANTS OR THIRD PARTIES ASSERT LITIGATION AGAINST DIMAR PROPERTY MANAGEMENT AND OWNERS FAIL TO IMMEDIATELY INDEMNIFY DIMAR PROPERTY MANAGEMENT AND REIMBURSE DIMAR PROPERTY MANAGEMENT FOR ITS COSTS OF DEFENSE, DIMAR PROPERTY MANAGEMENT SHALL TERMINATE THIS AGREEMENT AND SEEK LEGAL RECOURSE AGAINST OWNERS FOR ITS DAMAGES.

8. **Consideration.** Owners authorize Owners' tenants at the Property to pay to DiMar Property Management all monies owed to Owners; and DiMar Property Management is authorized to deduct from such payments the Fees and other amounts owed by Owners to DiMar Property Management prior to remitting the balance to Owners, as provided in this agreement. Owners shall pay DiMar Property Management a monthly management fee equal to eight (8%) percent of the gross monthly rent, with a \$40.00 minimum fee per leased space. Fees are due and payable to DiMar Property Management during the entire term of all Property leases, including all renewal, extension and holdover terms. DiMar Property Management will exercise diligent efforts to mail to Owners, by the 8<sup>th</sup> of each month all rental payments received by DiMar Property Management, that are owing to Owners pursuant to the provisions of this agreement, less the amounts that DiMar Property Management is entitled to retain. Owners shall pay a onetime \$200 set up fee for each rental unit that DiMar Property Management receives under this agreement. Inspections and photographs, upon tenant move-in and move-out are free of charge. There are no additional charges for year end 1099 tax statements. DiMar Property Management will retain all late fees on all rents collected. This is to cover time spent for sending notices and collecting. In the case of eviction or abandonment, there is a charge of \$75.00 per hour, for all serving documents and setting up the eviction process. A \$550.00 fee will be due, at time of appearance, for each court appearance and all applicable state filings fees.

9. **Term.** If the Property is presently leased: (a) this agreement shall become effective on the date first written, and continue during the Term of the lease agreement, including all renewal, extension and holdover terms, and shall continue during the Term of all succeeding tenants; and (b) Owners may terminate this agreement only during periods of vacancy. If the Property is not presently leased: (c) this agreement shall become effective on the date first written, and shall continue for the next following 90 days: (d) if a tenant is obtained during such time by any party including Owners, then this agreement shall automatically continue during the Term of the lease agreement, including all renewal, extension and holdover terms: (e) Owners may terminate this agreement during periods of vacancy; and (f) Owners may also elect to terminate this agreement during the first 30 days of the Term, by issuing written notice to DiMar Property Management, and delivering to DiMar Property Management a \$200 payment intended to partially reimburse DiMar Property Management, for its marketing and set up expenses. In any and all other events, Owners shall have no right to terminate this agreement, because Owners, DiMar Property Management, or another party, procured the tenant(s), or for any other reason. DiMar Property Management reserves the right to assign this agreement. DiMar Property Management may elect to terminate this agreement, and accelerate payment of all remaining Fees, if Owners: (g) commit an Event of Default, which includes property foreclosure proceedings, whereas management fees would be due through current lease expiration date; and any security deposit DiMar Property Management holds, for current tenant would immediately be refunded to tenant. (h) fail to timely pay the Fees; or (i) fail to immediately reimburse DiMar Property Management, for defense costs incurred by DiMar Property Management in the rendition of its Services. In the event of termination, without Event of Default, and if Owners are not delinquent in the payment of Fees, then all accrued Fees shall be due and payable, upon the date that DiMar Property Management issues written demand therefore. If a tenant procured by or through DiMar Property Management, purchases the Property at any time within eighteen (18) months from the date of the earlier of termination or expiration hereof, then Owners shall pay DiMar Property Management a commission, due at closing in an amount equal to five percent (5%) of the gross sales price of such property (the "Commission"). All funds due DiMar Property Management are payable in Lane County, Oregon, and if funds are not paid to DiMar Property Management upon receipt of DiMar Property Management's invoice, then such funds will thereafter accrue interest at the rate of eighteen percent (18%) per annum until paid in full.

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*Thank You for Choosing DiMar Property Management*

10. **Repairs.** DiMar Property Management has the authority to make and pay for repairs to the Property, exercising diligent efforts to make these repairs in a timely and economical manner. DiMar Property Management will use its diligent efforts to contact Owners regarding authorization to complete any single repair exceeding \$200.00, except in emergency situations in which DiMar Property Management shall take whatever action is reasonably required on Owners' behalf, to preserve the Property and to satisfy Owners' obligations pursuant to the Oregon Property Code and Oregon law. Owners authorize DiMar Property Management to pay for all of such repairs, plus ten percent management fee, from the account established by DiMar Property Management, for the benefit of Owners; provided however, that if such account is insufficient, Owners' shall pay DiMar Property Management for all these expenses in furtherance hereof, within ten (10) days after DiMar Property Management issues written notice to Owners.

11. **Owner Maintenance Deposit.** Deposit for upfront costs of repair, replacement, cleaning, etc is \$200 per unit. This deposit is to be distributed to contractors/cleaners upon completion of requested work to ensure that everything in, or on the rental property is clean, such as carpeting, appliances, bathroom, fixtures, plumbing, electric, etc, and all are in good working order. This deposit is to be retained from the first month's rent payment.

12. **Insurance.** Owners will maintain, without interruption, policies of casualty and liability insurance for the Property. At DiMar Property Management's request, Owners will furnish DiMar Property Management copies of all such policies.

13. **Deposits.** All tenant security deposits and owner maintenance deposits are to be held in a pooled client trust account.

14. **Additional Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I agree to the terms of the above listing agreement and agree to pay the Fees to DiMar Property Management, 24957 HWY 126, Veneta, Lane County, Oregon 97487, under the terms and conditions for services provided.**

**Agreed:**

\_\_\_\_\_  
Owner or Owner Representative                      Date

Social Security/Fed ID #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_  
Owner or Owner Representative                      Date

Social Security/Fed ID #: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

DiMar Property Management ("DiMar Property Management")

By: \_\_\_\_\_

Name: Mark Shequin      Date: \_\_\_\_\_

Title: Principal Broker / Owner

## DiMar Property Management Property Information

The property covered by the attached Property Management Agreement is described as follows:

### PROPERTY INFO:

Property Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Type of Property: \_\_\_\_\_

Special: \_\_\_\_\_

Vacant  Occupied (if occupied please include a copy of the existing lease, all keys and the existing security deposit funds) Rent Payment: \_\_\_\_\_ As of: \_\_\_\_\_

Single Family  Multifamily Bedroom #: \_\_\_\_\_ Bathrooms #: \_\_\_\_\_ Garage #: \_\_\_\_\_

Utilities Paid By Tenant:  Water  Gas  Electricity  Garbage  
 Cable TV  Internet

Pool/Spa Service:  Yes  No Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Yard Service:  Yes  No Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Alarm (Code \_\_\_\_\_):  Yes  No Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Extermination Service:  Yes  No Company: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Appliances Present and In Working Order:**

Refrigerator  Stove/Oven  Microwave  Dishwasher  Washer  Dryer

Washer/Dryer Connections  Garage Door Opener (# of Remotes \_\_)  Hot Tub  Other \_\_\_\_\_

Present Rent pmt: \_\_\_\_\_

### **OWNER INFO:**

Owner Names: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Cell Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_ - \_\_\_\_\_

Fax: ( ) \_\_\_\_\_ - \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_

Emails: \_\_\_\_\_

Owner's Federal Tax Identification No. or SSN: \_\_\_\_\_