

MANAGEMENT AGREEMENT

**DATED TODAY'S DATE BETWEEN
TEAM REIN, LICENSED REAL ESTATE BROKER (NY)
AND
OWNER NAME, PROPERTY OWNER**

PARTIES TO THE AGREEMENT

Team Rein is a duly licensed Real Estate Broker in the State of New York, and **PROPERTY OWNER** is a property owner or other individual authorized to engage the services of a property manager. The parties hereby agree to the creation of an agency relationship for the purpose of operating one or more rental units as herein below described:

DESCRIPTION OF THE PROPERTY

Property described and commonly known as **ADDRESS**, said property being a **property description** zoned for use as same.

TIME PERIOD COVERED BY THIS AGREEMENT

The period of this agreement shall commence on **start date** and end on **end date**, or upon either party giving the other 60 days written notice whichever is later, or immediately upon notification from Team Rein or other agency, of and failure on the part of the owner to cure code defects not brought about by the acts of Team Rein or other breach of the agreement by the Property Owner or other date that may be agreed upon by the parties in writing. Within four weeks of the last day of management, a final accounting of all expenditures incurred by Team Rein shall be taken and a final bill, where appropriate, shall be rendered. The Tenant(s) shall be notified by Team Rein that the agreement has terminated and no further action will be taken with respect to the Tenant(s) or the property. In the event that the agreement is terminated due to code violations or other breach by the Property Owner, any security deposits held by Team Rein shall be returned to the Tenant (s) immediately upon the effective date of termination.

RESPONSIBILITIES OF TEAM REIN

Team Rein shall act at all times in the best interest of the owner and in accordance with the specific instructions embodied in this agreement and defined under the provision entitled "Manager's Authority" below. Team Rein will exercise due care and diligence in all matters regarding the property, taking every effort to realize the highest return on the

property that is consistent with the instructions of the owner. Team Rein agrees to perform background checks on prospective tenants wherever possible.

OWNER'S PURPOSE

Unless otherwise stated, the purpose of the owner shall be the rental of the unit for the sole purpose of generating revenue in the form of rent. The owner agrees that routine maintenance is an unavoidable consequence, and in so agreeing, hereby authorizes Team Rein to handle routine maintenance functions, as they become necessary only to the extent that they maintain the present value of the unit, and render the unit as being up to local codes.

In the event that a maintenance problem renders the property in violation of any code in effect by the local, state or other municipality or agency, whether notification is made by that agency or any other professional entity such as a licensed electrician or plumbing and heating specialist, or by Team Rein maintenance, the Owner agrees to immediately remedy the situation or comply with terms and / or conditions imposed by the municipality. Failure to comply with these requests, and make immediate efforts to bring the rental unit(s) into compliance may void this agreement at the discretion of Team Rein, and the Owner shall be liable for any expenses incurred by Team Rein as a result of failure of the Owner to comply.

EXTENT OF MANAGER'S AUTHORITY

Unless otherwise stated, Team Rein shall be responsible for preparing the unit for habitation according to local codes and laws at the expense of the owner, such preparation being subject to the approval of the owner; procuring a tenant using print media or other media at the expense of the owner; negotiating the lease agreement on behalf of the owner having submitting said lease to the owner for their review and final approval; issuing keys for the unit to the Tenant upon the Tenant's taking possession; collecting rents and forwarding same less any fees as herein provided to the owner; receiving requests for maintenance from Tenants and making minor reasonable repairs necessary to the ongoing operation of the unit at the expense of the owner; inspecting the unit upon the Tenant's vacating same; repairing any damages brought about by the negligence of the Tenant and providing an accurate accounting of said damages to the owner, should the damages exceed the Tenant security deposit, and the Tenant for the purpose of determining what Tenant security funds shall be returned to the Tenant at the end of Tenancy. Team Rein shall maintain Tenant security deposit funds in their interest bearing escrow account and shall return same less any lawful deductions to the Tenant in a timely manner in accordance with New York State law. The owner shall not enter any leased premises without the express knowledge and permission of Team Rein, said permission to be given after Tenants have been notified and granted permission for such inspection and entry pursuant to law.

REPORTING

Team Rein shall generate monthly statements within 30 days of the date rents are collected and annual reports and submit them with rents received less any applicable fees. Any maintenance expenditures shall be detailed in this report and deducted from any rental income received. Any abnormal conditions concerning the property or the Tenant shall immediately be brought to the attention of the owner. The owner shall have final say in all matters pertaining to the property. In the event the owner is not available and time is of the essence, then Team Rein will act in the same manner it would if it were handling a company owned property.

MANAGEMENT FEES

Schedule of fees are as follows:

Collection of monthly rents:

1-4 units	10% of rents received by owner
5-11 units	9% of rents received by owner
12-19 units	8% of rents received by owner
20-32 units	7.5% of rents received by owner
Over 32 units	6.5% of rents received by owner

All rates above assume that Team Rein is providing full service management to the property, and that maintenance requests will be provided through Team Rein and / or its contractors. Higher rates may apply to owners that have their own maintenance staff. Rates are subject to change if a subsequent change in maintenance procedures is enacted. Rates in effect based on number of units managed on first day of each month.

Initial inspection of unit	\$30.00 per hour
Showings to prospective tenants	\$30.00 per showing
Handling maintenance calls and requests:	\$30.00 per hour
Emergency Maintenance including granting of access to fire and police or other emergency services personnel:	\$60.00 per hour

(Deemed as maintenance received and performed any time outside the hours of 8AM thru 4PM Monday thru Fridays, or on legal holidays observed by the Federal Government.)

Contract Maintenance charges are passed on to Owner at the actual rate billed plus a \$25.00 handling fee. (This charge does not apply to proactive or scheduled maintenance activities as defined below under "Rental Analysis etc...")

Serving of legal papers:	\$25.00 per service
Court Appearances:	\$50.00 per hour or fraction

Bill payment services (Team Rein not responsible for late payment fees.)
\$10.00 per bill

Handling Tenant calls and complaints: included in rent collection

Interviewing and screening tenants, preparation of lease agreement, issuing of keys and processing earnest monies: included in rent collection

Monthly Reporting: included in rent collection

Issuance of paper disbursement and funds or issuing wire transfer to client with related internet based reports: included in rent collection

General Management Expenses: included in rent collection

Oversight of vacant units: included in rent collection

Maintenance of escrow accounts: included in rent collection

Minimum 1 drive by inspection per month: included in rent collection

Discussion of rental status / maintenance activities during normal business hours:
included in rent collection

Preparation of Annual Operating Report for accountants and / or owners showing detailed accounting of all rents received and expenses billed, and detailing Capital Expenses paid for by Team Rein: included in rent collection

Rental Analysis and Projections; Calculation of Vacancy Rates; Coordinating Installation, Construction or Renovation Activities with outside Vendors or Contractors including code enforcement, fire, police and safety officials:
\$40.00 per hour or fraction

Owner agrees to pre-pay any expected maintenance expense in excess of \$500.00 with the balance being collected from rents paid on the following month. In the event that additional charges are encountered in additional \$500.00 increments, the Owner further agrees to pre pay monies to be held for payment of ongoing work for those activities as well until the job is completed. Failure on the part of the owner to pay for any maintenance work performed by Team Rein or its agents or contractors will result in a cessation of all management activities until such time that the funds are received. Failure to pay for services within 30 days of completion of work will be considered a breach of this agreement and may void this contract at the discretion of Team Rein. Owner is required to provide a limited power of attorney authorizing Team Rein to manage the property in a form acceptable to the local courts.

SUBSEQUENT SALE OF PROPERTY

If during the course of this management agreement the Owner wishes to list the property for sale, it is agreed that Team Rein will be retained to offer the property for sale at whatever price and terms the Owner stipulates. The parties to this management agreement agree that the standard listing agreement used by the Greater Binghamton Association of Realtors will be used to bind the parties. Team Rein agrees to discount

the sale contract commission by at least 10% while the property is under management, or as otherwise agreed to between the parties. In the event that the Seller / Owner chooses to list the property with an outside agency, and asks Team Rein to assist in the showing or any other services related to the sale, this management will remain in effect and services provided by Team Rein for the outside agency will be billed at the standard maintenance rates, including the premium rates for out of hours activities related to showings and requests for assistance by outside Realtors, agents or buyers not associated with Team Rein Real Estate Sales.

DEFINITION OF LIABILITY

Team Rein does not guarantee the payment of rents on behalf of the Tenant to the Owner, nor do they make any guarantees or promises to the owner as to the actions of the Tenant. Team Rein shall not represent the owner in any Court action or eviction proceeding unless it has been granted limited Power of Attorney to do so and has permission from the court, but will appear as a witness on behalf of the owner in any such action offering up any evidence it may have substantiating any claim the owner may have against the Tenant. Team Rein accepts full responsibility for the actions of its employees and independent contractors it may utilize as “in house maintenance”. Team Rein does not accept any responsibility for the work provided or services rendered by outside contractors such as licensed plumbers or electricians employed to do work beyond the scope of Team Rein’s “in house” maintenance people.

The owner agrees to name Team Rein as an additional insured on his insurance policy and provide proof of liability insurance in an amount of no less than \$1,000,000.00.

The owner is expected to refer all legal questions to Attorneys licensed to practice law, and obtain tax advice from Certified Public Accountants or other competent accounting practitioners. The opinions and / or advice offered by Team Rein are based on their experience in Property Management and should be accepted as simply “what Team Rein would do if it was the owner”.

ENTIRE AGREEMENT

This document represents the entire agreement between the parties. All aspects of the agreement are embodied herein and may not be altered or modified in any way except by written agreement between the parties.

Owner's Name Date

Douglas G. Rein, Licensed Property Manager