

Owner Property Management Agreement

This Agreement is made on _____, 20____ by and between Equity Real Estate Property Management Division, LLC ("EPM"), and _____ ("Owner").

Owner Phone Number: _____ Email: _____

Owner Phone Number: _____ Email: _____

Owner Mailing Address: _____

In consideration of the mutual covenants contained herein, Owner and EPM agree as follows:

- 1. APPOINTMENT AND AUTHORIZATIONS:** The Owner hereby appoints EPM as Manager to serve as the exclusive agent of Owner for the purpose of managing, operating, controlling, and leasing the property located at _____ ("Property"). EPM hereby accepts such appointment according to the terms of this Agreement.
- 2. OWNER REPRESENTATIONS:** The Owner represents that Owner owns and is entitled to the present possession of the Property and that Owner has not entered into any management or agency agreement presently in force. The Owner also represents that the Property, and any improvements thereon, follow applicable zoning and building codes and that Owner is current on, and in substantial compliance with, the obligations owed against the Property.
- 3. COVENANTS AND RESTRICTIONS:** The Owner represents that no Covenants, Conditions and Restrictions ("CC&Rs") or other applicable ordinance, law, policy, etc. exist which prohibit the rental or lease of the Property. Owner will not hold EPM liable for any fees, charges, or violations in relation to leasing restrictions or violations by an HOA, City, State, or any other applicable entity. Owner assumes all liability and is admonished to ensure the property is rentable prior to entering into this agreement. The Owner agrees to provide a copy of any CC&Rs applicable to the Property to EPM before EPM begins the duties and services herein specified. In cases where the Property is in an HOA, Owner is required to provide HOA name and contact information and to inform EPM in writing of any lease/tenant review or approval requirements/processes required by the HOA.
- 4. TERM:** This agreement is effective and in full force as of the date of Owner's signature(s) as indicated below and upon acceptance of agreement by EPM through their designated agent. This agreement shall expire on _____, 20____. Upon Expiration of the initial term, this Agreement shall automatically renew and extend for a like period unless terminated in writing by either party by providing written notice 30 days upon such renewal. This Agreement may be terminated by either party with 30 days' notice without a need to show cause so long as termination follows this provision. The last date of the contract must fall on the last date of the month and this time will be referred to as the termination period. Upon termination, Owner shall pay to EPM any fees, commissions, and expenses due and owing EPM under the terms of this Agreement through the last day of the termination period. In the event, there is a tenant move out during this termination period, Owner will pay EPM 9% of the gross monthly rent daily regardless if rent is collected or not to facilitate all repairs and cleaning. If repairs and cleaning go beyond the termination period, Owner will take over management as of the day following the termination date. Owner will be

Owner Initials

responsible for any modification to the depository statement and proper delivery to tenants within applicable law. If the property is occupied as of the last date of the termination period, EPM will provide to Owner tenant lease agreement, tenant ledger, tenant contact information and YTD Income Statement within ten (10) days following the Termination Date. All Security Deposits will be forwarded to Owner upon all parties signing the Termination Agreement and within 10 days following the termination period. In the event, tenant is vacating during the Termination Period, Owner agrees that EPM will handle the return of the security deposit to the tenant and Owner agrees to the terms referenced in Section 7d of this agreement. In the event, Owner terminate the agreement at the end of a Tenant's lease, Owner agrees that EPM will have fourteen calendar days to turn over possession to the Owner after a Tenant has vacated the property to arrange for cleaning, repairs, etc.

5. **BREACH:** Parties hereby agree that should either party to this Agreement fail to perform according to the terms hereof, the other party shall provide written notice of that breach to the breaching party within thirty (30) days of discovery of said breach, whereupon breaching party shall have fifteen (15) days to cure the breach. If monies are due because of the breach, they shall be paid within five (5) business days. In the event of a legal action filed with the court, the prevailing Party may ask for attorney fees and costs.

6. **SET-UP FEE and PROPERTY TURN OVER FEE:** Owner agrees upon delivering this contract to EPM to include a one time non-refundable \$ 350.00 set-up fee, payable to EQUITY PROPERTY MANAGEMENT. Owner understands this fee is due upon signing this agreement. Owner understands this fee is due if Owner terminates this agreement prior to collection of the fees or the leasing of the said property. Owner agrees that upon the turn-over of the Property and the signing of a new lease agreement with NEW tenants there will be an additional \$ 350.00 charge for each occurrence. Owner is aware of and agrees to these fees. **Owner Initial(s)**

7. **RESPONSIBILITIES OF EPM:** Owner hereby appoints EPM as their lawful agent and attorney-in-fact with full authority to do all lawful things necessary for the fulfillment of this Agreement, including the following:

a. To collect and receipt all rents as they become due, to provide Owner a monthly accounting of rents received and expenses paid out (including maintenance, repairs and other services provide), and to remit to Owner all income, less any sums paid out, within 3 business days, excluding holidays and weekends, of receiving all rents and invoices. Such accepted monies shall be drafted to the Owner or deposited directly into the Owner's bank account of choice. Any monies due to EPM will be immediately due and payable at the time the lease is fully executed. Owner shall have access to income, maintenance, and expense information via password protected Internet access. Owner understands that Equity will provide them with a 1099 each year and report all gross income to the IRS as required by Federal Law. Owner will provide a signed W9 tax form for tax purposes prior to receiving any rent payments. Owner must cash all checks issued from EPM within 60 days of receipt. To cancel and re-issue any checks after 60 days, the cost of the Owner will be \$20.00.

Owner Initial(s)

b. To pay HOA fees, utilities and other items agreed upon in writing with said Owner. Owner understands that, depending on state and local custom, utilities such as water, sewer, garbage may be attached to the Property and not to the tenant. Owner is required to contact all HOA, utilities, etc. and change the mailing address (account to remain in Owner's name) to be sent to C/O Equity

Owner Initials

Property Management – 1218 East 7800 South Suite #150, Sandy, UT 84094. Owner understands that unless EPM receives the statement, the service will not be paid and that EPM will not be liable for any late or outstanding charges. In the case of EPM making HOA payments from rent reduction, EPM requires Owner pay at least one month in advance. Please note, City, County, or other Municipal authorities may not allow these services to be placed in the tenant's name. Owner understands that if EPM is instructed by the Owner to charge the tenant for these services, EPM will pay all bills as they become due, regardless of revenue received from the tenant. This may result in a reduction of the net payment to the Owner if the payment by the tenant occurs after the utility due date (generally these reductions will be made up to Owner in the following month as payment(s) from tenants are received). Payment of these utilities in a timely manner benefits the Owner and reduces the likelihood of liens and encumbrances against the Property. Owner is aware that if they elect to have the tenant pay for these services and they are not paid, Owner is ultimately responsible for these payments or any damages suffered to the Property. The Owner is aware that EPM *will not* pay bills regardless of when they are received and due until payment either by rents or an owner contribution is received. This includes utility, vendor, and HOA payments. The exception to this is if Owner has reserve account with EPM. EPM will not pay mortgages, liens, insurance, or taxes on behalf of the Owner. **Initial(s)**

- c. Please name all utilities and/or services associated with the Property and indicate who is responsible for payment. Check the applicable boxes for each utility. If billed online by EPM based on meter reading, then include any percentage splits of tenant responsibility, if applicable (i.e., a duplex with a shared meter). Please send invoices to EPM so that they can be billed to the tenant. If EPM is paying and billing the Tenant or Owner, please include copies of current statements.

Utility Type	Name of Company & Account #	Tenant to Put Account in Their Name	-OR- Billed Online by EPM Based on Meter Reading	-OR- Flat Monthly Fee billed by EPM	OR – Included in Rent, Paid by Owner Directly	-OR- Billed by EPM for Owner to Pay
Power	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Gas	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Water	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Garbage	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
HOA	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Internet/Cable	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>
Other:	_____ # _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>

- d. To hold Security Deposits or Other People's Money in trust account identified as "Equity Real Estate Trust Account". All security deposits are completely refundable base on condition unless otherwise

Owner Initials

indicated in the lease agreement. Owner authorizes EPM to use these funds to EPM's discretion in relation to the stated lease agreement, move-in/move-out inspections, and/or relevant Utah law. Owner will not have authority to request other people's funds or indicate what the funds are to be applied to upon tenant vacancy unless mutually agreed with EPM. If mutual agreement cannot be established, EPM's decision will be based on Utah law, advice of counsel, or best business practices and will take precedence to the Owner's request and Owner agrees to release and hold EPM harmless of such decision. Owner is aware of Security Deposit arrangements as outlined in this clause. **Owner Initial(s)**

- e. To advertise and show the Property and display signs thereon. As appropriate EPM is hereby authorized to advertise and conduct showings of the Property as available for lease or rent and to publicly communicate said availability. Advertising may be done in any manner deemed by EPM as appropriate for the Property, including but not limited to placing a sign on or inside of the Property, listing the Property on the internet and/or company websites, advertising the Property on rental lists with local rental agencies, newspaper advertising, placement in local multiple listing services, etc.
- f. To prescreen prospective tenants. EPM shall take applications from prospective tenants and attempt to verify representations regarding suitability for tenancy, including employment, income, prior rental history, credit history, criminal history, etc., and to make inquiries of references that are reasonably practical under the circumstances. Owner understands that EPM has an established rental criterion that will be used as a guide to determine eligibility of a prospective tenant. Owner understands if a tenant does not meet this criterion, Agent has the right to deny the applicant. Owner agrees to and understands that EPM considers all applicants on a first come, first serve basis, and follows all Federal and State Statutes of Fair Housing. Owner understands and acknowledges that such screening methods are not a guarantee against damage or other problems.
- g. To rent and lease the Property including, but not limited to signing, renewing, and canceling rental agreements and leases for the Property or any part thereof upon approval of Owner's instruction; sending to collections and recovering for rent and for loss or damage to any part of the Property and/or furnishings thereof; and, when expedient, compromising, settling, and releasing any such legal proceedings or lawsuits.
- h. To handle all maintenance requests and repairs. Basic handyman services are billed at \$ 55.00 per hour, with a minimum charge of \$ 150.00 per visit. Other vendors such as plumbers, electricians and HVAC may be billed at a higher rate. Repairs and maintenance are paid upon completion of the work requested and are paid out of collected rents. Unless other arrangements have been made with EPM, if the cost of maintenance or repairs exceeds monthly collected rents, Owner agrees to contribute sufficient funds to EPM to cover the cost(s) of work performed within fifteen (15) days of Owner's receipt or knowledge of invoice or payment. All reasonable efforts will be made to mitigate costs, but EPM is not required to solicit multiple bids for needed repairs and maintenance. Owner will be billed as per the service invoice. As is possible, items covered by third party agreements such as Homeowners Associations or Home Warranty Companies will be billed to those entities, but Owner is ultimately responsible for all repairs and maintenance of the Property. Owner understands that Owner and EPM must adhere to Utah Habitability Laws which require certain items to be repaired/maintained within a specific time frame. If Owner does not respond or their preferred

Owner Initials

vendor, including warranty company, cannot perform within this time frame, Owner gives EPM the right to use a vendor of EPM's choosing to ensure compliance with state law.

Owner Initial(s)

i. To notify Owner of maintenance or repairs. Owner wishes to be notified for all repair estimates over the amount of \$_____. For repair estimates below this amount, Owner authorizes EPM to approve Repair/Maintenance at EPM's discretion. Should an after-hours incident occur (weekends, holidays, nighttime from 9pm-6am) that exceeds agreed upon limits, Owner hereby authorizes EPM to handle and approve all after-hours emergency repairs and maintenance. Owner Initial(s)

j. To supervise the Property including an exterior inspection (usually monthly) and to perform two formal interior inspections per year (once every six months). Interior inspections are usually performed in May and November and include the replacement of filters on furnaces and air conditioning units. Inspections are billed at \$ 35.00 plus the cost of the filter.

Owner Initial(s)

k. To manage the maintenance of spring and fall clean-up of the Property as well as the winterization and de-winterization of swamp coolers and sprinkler systems, if applicable. Winterization of swamp coolers and sprinkler systems will usually be on or before November 1st and de-winterization will usually be on or before May 1st. Costs for these services will be billed to the Owner. At their option, Owner may make independent arrangements for winterization and de-winterization, but Owner MUST NOTIFY EPM of this arrangement in writing at least sixty (30) days prior to May 1st and November 1st, respectively. If Owner makes no such notification, Owner agrees that EPM will take care of these items and Owner agrees to pay all charges for these services. Owner Initial(s)

8. **COMPENSATION OF EPM:** For its services and efforts under this Agreement, EPM shall be compensated through the option below. In addition to the fees stated below, EPM is entitled to any fees stated in the Lease Agreement (i.e., NSF Fees, interest, administrative fees, re-leasing fees, service of notice fees, early termination fees, collection fees, late fees, etc.) which are actually collected from any tenant as liquidated damages for the additional work related to those fees.

A percentage of the gross monthly rents, including late fees in the amount of ⁹ _____ (%), or
A flat fee per month in the amount of \$ _____.

9. **PRE-RENTAL MAINTENANCE:** If there are items or repairs that need to be addressed and taken care of prior to initial occupancy, Owner agrees such items and repairs are their responsibility. If Owner and EPM agree that EPM will address these items and repairs as outlined in Paragraph 20 below (additional Terms and Conditions), Owner shall be responsible for all costs of addressing such items and repairs. EPM may require that the funds estimated for such repairs be pre-paid in full prior to commencing work. If such repairs are billed to Owner, payment for such services are due within fifteen (15) days of receipt of invoicing for such items or repairs, regardless of the availability of rents. Owner understands and agrees to a flat \$ 200.00 charge at each vacancy or turnover for maintenance, to inspect the Property and/or to ignite pilot lights on furnaces and water heaters. EPM highly recommends putting a landlord agreement in place with utility companies to avoid shut off between tenancies.

Owner Initials

10. **KEYS:** Owner shall provide copies of all keys pertaining to the free enjoyment of the Property, including but not limited to, doors, sheds, mailboxes, etc. Owner shall provide four (4) copies of Property entrance keys, two (2) copies of mailbox keys, and any garage door openers, community keys, key fobs, and key cards as applicable. If Owner does not have the required number of keys, out of convenience to Owner, EPM may make copies of keys and bill the Owner. Owner must provide keys to Agent prior to Property being listed.
11. **INDEMNIFICATION:** The Owner agrees to indemnify and hold EPM harmless from all losses, costs, expenses, injuries, claims, causes of action and damages arising from, caused by, or relating in any way to the Property. This includes, but is not limited to, the following: (i) the presence or actions of any tenant, any invitee, or any other person on or with respect to the Property, (ii) vandalism to the Property, including that due to unauthorized access to the Property through unlocked windows or doors or by means of access to lock boxes on the Property, (iii) damage or injuries caused by the elements, and (iv) failures or malfunctions of the plumbing, HVAC or electrical systems on the Property or the interruption of utility services to the Property. EPM shall not be liable for any error of judgment, any mistake of fact or of law, or any action or failure to act due to Owner's failure to instruct, communicate or cause delay in Owner's action to remedy the problem except upon EPM's gross negligence. If Owner leaves personal property on the Property, it is at Owner's own risk and Owner takes full responsibility for any loss of and/or maintenance of personal property and damages caused by such property. Personal property includes, but is not limited to, all required landscaping items for proper property maintenance, if applicable.
12. **INSURANCE:** Owner represents that they have in force an insurance policy insuring the Property for the risks of loss for which the Owner desires to be protected. If Owner elects to allow pets, Owner acknowledges by signing this agreement that they have inquired about the terms regarding pet liability. The Owner shall keep the same in force during the term of this Agreement. If EPM requests, Owner agrees to provide proof of insurance, including coverage amounts and policy details, within five (5) business days.
13. **BUSINESS LICENSES:** Certain States and Cities require an owner to have a business license in order to rent their property. Owners are responsible to inquire if a business license is required and provide this information to Equity. Generally, this information can be found under business licensing under the state/city website or by calling the City directly. The owner may elect to set up and manage their business license outside of Equity. Owner has the option to also fill out the required application and submit to Equity. Equity will cut a check for the fee and submit to the required City the application, fee, and any additional documentation required only upon the leasing of the property and this fee will be deducted from the Owner's net proceeds. Owner is not to put Equity's mailing address for any notification. NOTE: Every year the city will send out a notice of renewal. Each year the Owner is required to fill out and submit this renewal to Equity. Equity is not responsible to renew any licenses without receiving the notice of renewal from the Agent or the Owner. Equity will not be responsible for any late fees or penalties in the event a license expires. For the State of Utah, all owners may use our Good Landlord certifications and do not need to take the classes themselves.
14. **PETS:** Owner has sole discretion to allow or not allow pets in the Property unless otherwise prohibited by CC&Rs or other agreements or restrictions. Owner is advised and responsible for all damage or claims that result from pets and agrees to hold EPM harmless of any liability of claims or damage to the Property by allowable pet. Owner also understands that certain animals (service, emotional support, or assistant animals) may be required by Utah state and Federal law to be permitted within the Property upon verification of medical or certificate for the animal. Owner understands no deposit, additional rent, or any other fees can be

Owner Initials

<input type="text"/>	<input type="text"/>
----------------------	----------------------

requested for verified or accredited animals. Tenants must adhere to assistant animal rules and will be liable for all damages caused by said animals as discovered or upon vacating the Property. If applicable, further details and terms should be provided below in Additional Terms and Conditions, Paragraph 23. Owner agrees to either (Mark One): **Allow** Pets or **Not Allow** Pets. Additional terms or conditions concerning pets are listed herein: _____

15. **EVICCTIONS AND LEGAL ACTIONS:** In the event a tenant breaches the lease agreement or causes other harm which may give grounds for an eviction, EPM may elect to proceed with eviction and Owner understands and agrees to be responsible for all attorney fees and costs except as outlined herein. Owner is responsible to seek legal counsel for all questions, concerns, or advice regarding Evictions and Legal Actions. EPM and its employees and agents are not attorneys and only know basic procedures for state unlawful detainer actions. Owner will not hold EPM liable for any event or action which results from legal action or otherwise regarding evictions or Unlawful detainers. Equity retains an attorney and Owner will have access through Equity's representatives to this attorney and may ask legal questions, voice concerns, and request legal advice for all legal actions associated with an unlawful detainer action at the Property.
16. **COLLECTIONS:** In the event of a collections event, such as when a tenant's security deposit is less than the cost of move-out repairs, lease payment obligations, etc. upon a tenant's vacancy or agreement termination, the Owner understands they are fully liable for all costs owed and payable to EPM or any other vendor who has been hired for the purpose of servicing the property. The owner agrees that upon notice of deficient funds the owner will pay these liabilities within fifteen (15) days of notification to EPM. If Owner fails to bring account into compliance, Owner understands EPM will withhold funds from Owner's reserve or other property accounts to bring the delinquent account whole. If no alternative is available and no payment is made, Owner understands EPM can elect to send Owner's account to collections. Owner agrees and understands that EPM will seek reimbursement from tenants who owe money to the Owner within the following guidelines: 1. Amount must be at least Five Hundred Dollars(\$500). 2. All charges must be documented and provided to Equity within thirty (30) days from the date of the tenant move-out. In the event that the tenant in question was not placed by EPM, then the guidelines will also include the full contact information, social security number(s), birthday(s), State issued ID, last known address (not the address of the rental property), employment address and an emergency contact(s) for all tenants. Owner understands that Collection services are outside the scope of service provided by EPM and this agreement and Owner will be charged collection fees that will be charged in accordance with the third-party service contracted by EPM. EPM does not file lawsuits against any tenant. If the owner wishes to pursue a suit, then EPM will assign all contractual obligations over to the Owner. Owner agrees that all collection pursuits are not guaranteed and at any time EPM can resolve or dissolve all collection agreements without the agreement of the Owner. If Owner has a collection event, Owner is admonished to seek the advice of an attorney and accountant to understand all Owner's options and risks with Collections.
17. **PERSONAL PROPERTY:** Owner will hold Equity harmless of any loss or damage to personal property that Owner leaves at the Property. Equity will not be held accountable or replace any of Owner's personal property. *Equity highly recommends Owner leave no personal property of value or otherwise.*
18. **HOURS OF OPERATION:** EPM's office hours are Monday through Friday from 9AM-5PM excluding certain state and national holidays. Owner is aware that they will always have access to their property manager but can be charged at an hourly rate of \$45.00 per hour for after-hours calls and work. Owner is responsible to communicate with their property manager in relation to additional charges should Owner need after hours

Owner Initials

assistance. There is no charge for Owner/Tenant to access their property manager or EPM's emergency staff for any after-hours emergencies.

19. **VACANCIES:** Owner is required to ensure that utilities are maintained at a minimum level during vacancy to allow for maintenance and to protect the Property from damage. EPM shall have no liability for any damage to the Property or injuries to persons and nothing herein shall affect Owner's obligations under Indemnification, Paragraph 11.
20. **SEVERABILITY:** Should any provision or portion of a provision of this Agreement be found invalid or unenforceable by law, such provision or portion of a provision shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and affect.
21. **ASSIGNMENT:** It is expressly agreed that neither party of this Agreement may assign its rights or duties herein except with the prior written consent of the other party.
22. **FAX TRANSMISSION AND COUNTERPARTS:** Facsimile (fax) or electronic transmission, including online electronic signature (e.g., Dotloop), of a signed copy of this Agreement, any addenda and counteroffers, and the re-transmission of any signed fax or copy sent by email shall be the same as delivery of an original. This Agreement and any addenda and counteroffers may be executed in counterparts.
23. **ADDITIONAL TERMS & CONDITIONS:** The terms and conditions stated in this Agreement, along with the exhibits listed in this Section, constitute all agreements and conditions between the parties hereto and no additions or changes shall be binding unless in writing and signed by both parties. Owner acknowledges the following exhibits and/or terms are part of this Agreement and that Owner has received or waived any right to receive a copy of the following exhibits: _____

By signing below, Parties acknowledge and agree to the covenants contained herein:

Owners Signature: _____	Owners Printed Name: _____	Date: _____
Owners Signature: _____	Owners Printed Name: _____	Date: _____
EPM Agent Signature: _____	EPM Agent Printed Name: _____	Date: _____

Referral Information: Please provide the contact information for the Agent/Individual, if any, who referred you to EPM.

Name: _____

Phone: _____

Company: _____

Owner Initials