



Hillside Executive Realty Corp – Real Property Management

MANAGEMENT AGREEMENT

_____, the undersigned owner, hereby employs the undersigned Manager (Hillside Executive Realty) exclusively to rent, lease, operate and manage Hillside Executive Realty situated at:

ADDRESS OF PROPERTY: _____

Property Owner Tax ID or SSN : _____

Manager's Obligations

Owner hereby confers upon the Manager the following, duties, authority and powers:

1. Leasing: To advertise the availability for rent of the property or any part thereof and to display "For Rent" signs thereon; to approve or disapprove prospective tenants, to execute leases, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign, and serve for the Owner such notices as Manager deems appropriate; to institute legal actions in the name of the Owner, to evict tenants and recover possession of the premises; to recover rents and other sums due; to settle, compromise and release such actions.
2. Rents: To collect rents and to collect and disburse security, other deposits, and fees; to deposit all receipts collected for Owner in a trust account with qualified banking institution. Manager shall not incur any liability for bankruptcy or failure of the depository.
3. Maintenance: To administer, supervise, and discharge all maintenance required for the operation and maintenance of the property, occupied or vacant.
4. Service Contracts: To execute service contracts and services for the operation, maintenance and safety of the property, as the Manager shall deem advisable and/or necessary.
5. Repairs: To administer, supervise, and discharge of all repairs, and to purchase supplies therefore. Manager agrees to obtain Owner's prior authorization for any and each expense item in excess of \$500, and for cosmetic issues, except monthly or recurring operating charges, or emergency repairs, or in the event the owner is not reasonably available for consultation, and manager deems such protection of the property from damage or to perform services to the tenants provided for in their lease.
6. Disbursements: To accrue and make disbursements from Owner's funds for: advertising, maintenance, repairs, materials, banking costs, collection fees, setup fees, legal fees, late fees, refundable/nonrefundable deposits, management fees, and to remit monies to owner(s) or owner(s) accounts.
7. Periodic Statements: To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts owner assumes full responsibility for the payment of any expenses, and obligations incurred in connection with the exercise of Manager's duties set forth herein.

Owner's Obligations

8. Management fees: Owner agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Manager as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and shall compensate Manager in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Manager from receipts. Management company retains all fees charged to tenants to include NSF check charges, serving fees, admin fees, lease renewal fees, legal fees, late fees, and collection fees. Owner agrees to Management fees: **10%** of gross rents, or minimum of \$75 (the greater of), 3% of gross sales price if RPM facilitates



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property sale to tenant. Owner is aware that repairs are usually performed by internal maintenance staff, or preferred vendors of Management Company. Owner agrees to initial one time Set-up Fee in the amount of **\$195.00** for the first unit, and **\$50.00** for each additional unit. Owner agrees to pay Manager an hourly fee of \$75 per hour for any extraordinary services that are beyond the normal scope of property management services. Owner agrees to reimburse Manager for reasonable parking and related costs.

9. **Hold Harmless:** Owner agrees to hold the Manager harmless from the damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense adequate public liability landlord insurance. The Manager also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Manager's compensation or if Manager successfully defends any action brought against Manager by Owner, relating to the property, Owner agrees to pay all costs incurred by Manager in connection with such action, including reasonable attorney's fees. Owner hereby agrees that he/she will abide by all county and national laws that pertain to the property. Manager shall not be responsible for the action of independent contractors hired on Owner's behalf. Contracts or services arranged directly by the Owner are the sole responsibility of the Owner. Manager assumes no responsibility or management of personal property left by Owner at Premises.

10. **Data and Records:** Owner agrees to make available all data, records and documents pertaining to the property which the Manager may require to properly exercise Manager's duties hereunder.

11. **Assignability:** This agreement is expressly assignable to another qualified property manager at the discretion of Hillside Executive Realty.

12. **Terms:** This agreement supersedes all previous management agreements, both verbal and written. This agreement will be for a period of one year starting from the execution date, and will be automatically renewed annually, from the original execution date, unless written notice is received 30 days prior to renewal. If owner prematurely terminates agreement for any reason, owner will pay to manager the balance of three months management fees. Upon termination, all monies due owner, if any, will be returned within 30 days.

13. **Security Deposits:** Hillside Executive Realty and owner acknowledges that all tenant Security Deposits are maintained in a State mandated escrow account. Owners enlisting Hillside Executive Realty with existing tenants are required to transfer tenant security deposits to Hillside Executive Realty within 30 days.

14. **Ownership:** Owner warrants that Owner is the sole owner of the premises or has unconditional authority to execute this Agreement on behalf of any Co-owner and that the premises are not subject to current legal action or foreclosure or restrictions by any homeowner or condo associations. Any individual Owner shall have authority to here after take action and enter into further agreements with Manager on behalf of all co-owners.

_____ **Property Owner** _____ **Date**

_____ **Hillside Executive Realty** _____ **Date**

_____ **Address/City/State/Zip**

_____ **Telephone Number(s)** _____ **Email**



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HILLSIDE EXECUTIVE REALTY ADVERTISING CAMPAIGN

Hillside Executive Realty's Property Management's goal is to rent your property to a quality tenant as quickly as possible. Hillside Executive Realty will place a sign at the property to attract local renters (where allowed). We also place all our properties on our website, several other websites, and on our rental listing hot sheet as part of our service. Any advertising above and beyond requested by owner, will be at the cost of the owner.

Our advertising services help your property rent more quickly. Our advance advertising campaign utilizes the top and most prominent online rental sites. Our Web-based campaign, on average, exceeds 10,000 page views per month on the various sites we use. These advertising vehicles provide state of the art search capabilities for prospective renters and premium ad placement for our property listings.

We are very excited to provide our clients this comprehensive program to advertise on many of the most popular rental related Websites. These currently include Rentalhomesplus.com and Rentbits.com (the top 2 most visited rental websites plus over 8 other sites), as well as our Website. We have found that most renters use the Internet to find their next home and we believe this program provides a competitive advantage when it comes to leasing your property.

- Your property will have a dedicated page and Internet ads can be more comprehensive than newspaper advertisements.*
- These Websites drive unlimited leads at a lower cost than traditional newspaper advertising.*
- Over 5 million potential renters, both local and out of state, are able to search for a rental prior to their moves..*
- We track all the leads weekly to ensure we are properly advertising the property.*

Upon each lease termination, the advertising campaign fee is only \$100. The initial advertising campaign is included at no additional cost with the initial set-up fee.

Owner Signature:

_____ Date:



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OPTIONAL Eviction Protection Plan- Please select one:

- Basic Eviction Protection Plan - :** For \$20 per month per unit managed, Hillside Executive Realty agrees to pay initial legal fees and court costs to file a petition for nonpayment, process server fees for rent demand and nonpayment petition, and costs related to court appearances up to a maximum of 3 court appearances for uncontested cases.
- Gold Eviction Protection Plan - :** For \$40 per month per unit managed, Hillside Executive Realty agrees to pay all costs as stated in the Basic Plan plus legal fees, filing fees, Marshall fees, and process server fees for obtaining the warrant of eviction, Marshall's notice and the actual eviction.
- No Eviction Protection Plan - :** Owner opts to not participate in the Eviction Protection Plan. Therefore, owner will be responsible for all legal costs, court costs, process server fees, court appearance costs, and Marshall's fees and all legal action against the tenant. The owner acknowledges that should an eviction action be required, and the owner does not have eviction protection, the cost of an eviction would be \$1,500.

Owner agrees that should the tenant contest the eviction, Owner will be responsible for any additional legal fees beyond the initial costs incurred to litigate the case. Owner will also be responsible for any costs related to securing the property including all lock changes, any costs related to storage of personal property and trash out.

For properties with existing tenants, or tenants that did not go through the vetting process through Hillside Executive Realty, the Eviction Protection Plan will cover such tenants after an initial waiting period of 180 days of management where the tenant has no outstanding delinquencies. The Plan fees will be charged from the execution of the management agreement.

Owner Signature

Date

Owner Signature

Date



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LIMITED POWER OF ATTORNEY

I, _____, hereby appoint Hillside Executive Realty, as my attorney-in-fact (“Agent”) to exercise the powers and discretions as described below.

My agent shall have full power and authority to act on my behalf. This power of attorney shall authorize my Agent to manage and conduct all business limited to the following activities:

1. Conduct all activities with the City of New York, Department of Housing Preservation and Development including registration of my property located at _____.

2. Conduct any and all activities with any City, County or State authorities or departments on my behalf related to my property located at _____.

Owner Name

Notary Public

Date: _____

State of _____

My Commission Expires: _____