



Appleton Investments
REAL ESTATE INVESTMENT
PROPERTY MANAGEMENT
215 State Street McComb, MS 39648
(601) 324-4048 www.AppletonInvestmentsMS.com

Rental Management Agreement

1. PARTIES:

This Agreement made between _____

Address: _____

Phone: _____ Email: _____

Hereinafter designated as "OWNER" and Neel Gibson, Broker, hereinafter designated as "Manager".

The Owner does hereby appoint the Manager as the exclusive agent to rent, lease, operate, and manage the following property:

Property Name/Description: _____

Address: _____

Rental Amount: _____

Neel Gibson, DBA Appleton Investments may or may not be the owners of like properties that they may also manage.

2. TERM: Owner authorizes manager to advertise property for a term of one (1) year, beginning on the ____ day of _____, _____. This agreement may renew itself annually on its anniversary date for a like term. If this agreement is canceled by the owner, any payment owed for the remaining term of any tenant procured by the Manager, or contract or extension negotiated by the Manager, shall be due at the effective date of cancellation of this agreement.

3. RENTING OF PREMISES: Manager shall use his/her efforts to rent or lease the properties to desirable tenants, and to this end is hereby authorized on the behalf of the Owner the exclusive right to: rent or lease the property, inspect the property at such times as the Manager deems necessary, advertise the property at the Manager's expense and at the discretion of the Manager, collect all security/damage/cleaning deposits, rent and other funds that may be due Owner and deposit same in a rental escrow account.

4. LEASING: Manager is given the exclusive right to execute leases and renewals, screen prospective tenants, terminate rental agreements, and to serve such notices and institute eviction proceedings in the name of the Owner as may be necessary under the terms of this agreement.

5. INSURANCE: Owner agrees to carry public liability and property damage insurance on the property.

6. LEGAL PROCEEDINGS: Manager may, in the name of and at the expense of Owner, retain legal counsel, when necessary, to prepare necessary legal instruments and institute proceedings for the collection of rent or other income from the property or for the ousting or dispossessing of tenants or

other persons there from, or to defend any legal actions arising out of the rental and management of the property , provided prior approval is obtained from Owner in writing.

7. REPAIRS TO PROPERTY: Manager is authorized to institute maintenance or repairs to the property, to purchase materials and pay for same out of the Owner's funds. Maintenance and repairs in excess of

\$_____ shall not be made without the authorization of the Owner, except under such circumstances as the Manager shall deem to be an emergency. Manager may engage, supervise and discharge independent contractors in the name of Owner, to maintain and repair the property, and enter into contracts for utilities and other services as may be deemed advisable by the Manager.

8. Owner requests Manager to perform the following designated services:

- a. Advertising_____
- b. Tenant Screening
- c. Lease Negotiation
- d. Rent Collection
- e. Monthly Income and Expense Reporting
- f. Repairs/Maintenance _____ Routine _____ Corrective (See Addendum)
- g. Pest Control _____ Routine _____ As Needed
- h. Yard Maintenance - _____ Tenant_____ Manager _____ Owner
- i. Inspections _____
- j. Other _____

9. COMPENSATION:

REFERRAL:

Owner agrees to allow Manager the *option* to offer compensation in the amount of \$_____ to other cooperating managers and real estate agents for the placement of a tenant.

FEES:

- a. Management - Manager is due **15%** of the gross collections of moneys generated from all sources connected with the use of the property in connection with any tenant or lease procured by the Manager or any extension thereof. This fee excludes maintenance compensation billed directly to tenant due to tenant damages.

If the Property is leased or rented without the consent of the Manager, or made unmarketable by Owner's voluntary act during the term of this Agreement, or if the Owner is unwilling or unable to lease property for the specified terms, a fee of 15% of the gross (aggregate) rental for the terms of this agreement is due, payable in full, no later than ten (10) days following commencement of the lease or date of Owner's voluntary act.

- b. Court Appearance – In the case of an eviction requiring court appearance, our staff can appear on your behalf free of charge. If we receive a judgement and are able to collect any funds, Appleton Investments will retain said funds as compensation.
- c. Appleton Investments will retain all late fees collected.

- d. In the event the property is sold during the term of this agreement and agency or within one year after its expiration, revocation, or Owner's/Lessor's breach, to any buyer procured by the manager, the Owner/Lessor agrees to pay Manager 6% of the purchase price. Above stipulations are made in consideration of services, expenses, and organizational work undertaken by Appleton Investments.

SPECIAL SERVICES:

If it becomes advisable or necessary to make *extraordinary repairs* or engage in *extensive reconstruction* or rehabilitation of the premises or any part thereof, or if Manager is called upon to perform any *extraordinary* services not customarily a part of the usual services performed by Manager, it is agreed by the parties hereto that Manager shall receive an additional fee therefore in an amount agreed upon between the parties, but in each instance where Manager is to receive an additional fee. Manager shall give Owner prior written notice thereof.

10. REIMBURSEMENT: Owner shall reimburse Manager within ten (10) days any money which Manager may elect to advance for the account of the Owner: however, the Manager is NOT obligated to make any such advances.

11. REPORTS: Manager will render a monthly statement of rent collected, repairs or other deductions made, and will remit to Owner not less often than monthly, the net funds as follows: collected rent less management fees, repairs and any other operational costs. The Owner's statement shall be sent to Owner on approximately the 15th of the following month.

12. DISCRIMINATION: Owner(s) understand and acknowledge that it is illegal for either the Brokers, Agents, or Owners to refuse to show or rent to any person because of race, religion, national origin, handicap, familial status, marital status, age, military discharge or ancestry.

13. LESSOR(S)/OWNER(S) WARRANTY AND HAZARDOUS MATERIAL: The Lessor(s)/Owner warrant and represent to Appleton Investments the following:

A) There are no known defects in the property.

B) The Lessor(s)/Owner represents to Appleton Investments that the Lessor(s)/Owner knows of no hazardous materials, including but not limited to , asbestos, lead paint, or other toxic materials are present in the subject property, that said property has no flooding, drainage problem, or defective electrical, mechanical, or structural systems; and Lessor(s)/Owner further states that the Lessor(s)/Owner knows of no other conditions, problems, or defects including environmental conditions in or around the property.

13. In any action arising from this agreement, the prevailing party shall be entitled, in addition to all fees and costs, reasonable attorney's fees.

Owner _____ Date _____

