

# PROPERTY MANAGEMENT AGREEMENT (updated 10/16/07)

<b>NAME OF OWNER (S)</b>	
<b>AGENT</b>	<b>SAN DIEGO COUNTY PROPERTY MANAGEMENT</b>
<b>PROPERTY ADDRESS</b>	

Owner agrees to hire agent to exclusively to manage the property FROM \_\_\_/\_\_\_/200\_\_ TO \_\_\_/\_\_\_/200\_\_  
 This contract will automatically continue on a month to month basis from the above expiration date.  
 Either party may terminate this contract at any time by giving the other party not less than 30 days written notice .

**(1) Agent to market the availability "For Rent" of the premises and to display "FOR RENT" signs.**  
 Agent can use own judgment on frequency /length/wording etc. for advertising including generic (non- property specific) ads.  
 Agent will use all reasonable efforts to find desirable tenants. Owner to pay all marketing costs.

**(2) Agent does not guarantee any part of the tenant's obligations under the rental agreement.**

**(3) AGENT WILL USE OWN JUDGMENT IN ALL ASPECTS OF RENTING AND MANAGING PROPERTY unless otherwise agreed.**

**(4) To collect rents, security deposits and all other receipts, and to deposit such moneys in a trust account in a financial institution whose deposits are insured by an agency of the United States government.**

**(5) To sign and serve in owners or agent name notices which are required or appropriate, commence and prosecute actions to evict tenants, recover possession of the Property in Owner's name: recover rents and other sums due; and when expedient settle compromise, and release claims , actions and suits and/or reinstate tenancies.**

**(6) MAINTENANCE** Owner agrees that maintenance must meet or exceed law and regulations for property.  
**AGENT WILL GET WRITTEN APPROVAL FROM PROPERTY OWNER FOR ANY SINGLE REPAIR OVER \$300 (except for emergencies)**

**(7) Agent may perform any of its duties through owner's attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention.**

**(8) OWNER WILL PAY ALL BELOW (UNLESS CIRCLED OTHERWISE)**

MORTGAGE PAYMENTS	[OWNER] [AGENT] [NOT APPLICABLE]
PROPERTY TAXES	[OWNER] [AGENT] [BANK]
INSURANCE PREMIUMS	[OWNER] [AGENT] [BANK]
WATER/SEWER	[OWNER] [TENANT] [AGENT] [HOME OWNERS ASSOCIATION]
GAS AND ELECTRIC (individual residence)	[OWNER] [TENANT] [AGENT] [ HOME OWNERS ASSOCIATION]
GAS AND ELECTRIC (common area)	[OWNER] [TENANT] [AGENT] [ HOME OWNERS ASSOCIATION]
HOME OWNERS ASSOCIATION FEES	[OWNER] [AGENT] [NOT APPLICABLE]
LANDSCAPING (regular maintenance)	[OWNER] [TENANT] [AGENT] [NONE] [HOME OWNERS ASSOCIATION]
PEST CONTROL REGULAR SERVICE	[OWNER] [TENANT] [AGENT] [NONE] [HOME OWNERS ASSOCIATION]
TRASH COLLECTION	[AGENT][H.O.A.][CITY][TENANT][OWNER][NOT APPLICABLE]

**(9)** To maintain accurate records of all moneys received and disbursed in connection with the management of the property  
These records will be open for inspection by Owner during regular business hours and upon 24 hours written notice.  
Owner authorizes any mortgage company to provide agent any information on the owners account and to change billing address .

**(10) MANAGEMENT FEE : 8 % of income collected.**

- a) If agent needs to start eviction against a tenant that AGENT inherited or did not approve, commission will be charged on lost rent.
- b) Agent will keep any fees paid by tenant (e.g. credit checks).
- c) If agent gives allowances to tenant , e.g. a discount for being an on site manager, cleaning allowance, move in special discount ,etc. agent will calculate commission on the gross rent and report the deductions as expense items on the cash flow report.
- d) For single family homes, if owner cancels management agreement within six months of agent finding a new tenant or it property is sold within three months of signing this agreement , owner will pay additional fee of the one months rent.

**(11)** Owner shall indemnify and save the Agent and all employees harmless from any and all costs, expenses ,attorney's fees , suits,liabilities, damages from or connected with the management of the property by agent or the performance of any of the duties , obligations , powers or authorities granted to agent , except for gross negligence by agent.

**(12)** This agreement shall be binding upon the successors of the Agent, and their heirs/administators, executors etc.

**(13)** If agent manages more than one property for owner, agent may transfer money from one property to another at any time.

**(14) RESERVES TO BE KEPT BY AGENT**  
**SINGLE FAMILY HOMES :\$500 + TENANT DEPOSIT**  
**MULTIPLE UNITS: \$1,000. (tenants deposits kept by owners)**

**(15) NA**

**(16)** Within 45 days after the termination of this Agreement, agent will provide owner with:  
(a) An up-to-date accounting reflecting the balance of income and expenses on the property as of the date of the termination. Owner will then be responsible for accounting of tenant security deposit.  
(b) Any balance of moneys of Owner held by Agent.  
(c) All leases, receipts for deposits, insurance policies and unpaid bills which belong to owner.  
After termination of agreement , owner agrees not hire any employee of agent or agent's company.  
Owner will be responsible to transfer billing address for all payments , e.g. sdge, mortgage etc.

**(17)** Agent may use the services of "A1 Property Maintenance" owned by the same corporation as San Diego County Property Management.

**(18) OTHER TERMS/CONDITIONS**


<b>JAMES P. BURRELL</b> <b>(President) Signature&gt;&gt;&gt;</b>		<b>3358 30th STREET,SAN DIEGO</b>	
<b>email jb@sdcpm.net</b>	<b>DATE</b> ___ / ___ /200__	<b>CA 92104 TEL (619)220-4840</b>	
<b>www.sdcpm.net</b>	<b>JAMES BURRELL (619) 742-8543</b>		<b>FAX (619) 839-3919</b>
<b>OWNERS</b>	<b>(1st owner}&gt;&gt;</b>	<b>DATE: ___ / ___ / ___</b>	
<b>SIGNATURES</b>	<b>(2nd owner}&gt;&gt;</b>	<b>DATE: ___ / ___ / ___</b>	
<b>OWNERS NAME</b>	[REDACTED]		
<b>OWNERS MAILING ADDRESS</b>	[REDACTED]		
<b>OWNERS SOCIAL SECURITY #</b>	<b>(1st owner}</b>		
<b>OWNERS SOCIAL SECURITY #</b>	<b>(2nd owner}</b>		
[REDACTED]	<b>HOME # (    )</b>	<b>FAX # (    )</b>	
<b>WORK # (    )</b>	<b>CELL PHONE # (    )</b>		
<b>HOME EMAIL &gt;&gt;&gt;</b>	<b>WORK EMAIL&gt;&gt;&gt;</b>		