

**AMERICAN PROPERTY MANAGEMENT  
MANAGEMENT AGREEMENT**

The undersigned Owner hereby employs AMERICAN PROPERTY MANAGEMENT hereinafter called "APM," exclusively to rent, lease, operate and manage the real property (ies) situated in the County of Contra Costa, State of California, more particularly described as:

\_\_\_\_\_

for  a month to month basis until terminated  a period of one year from this date and continuing thereafter on a month to month basis until terminated. Thirty days notice is required to terminate this agreement, except as provided under paragraph 3-H.

1. **AUTHORITIES AND POWERS:** Owner hereby grants to APM, at Owner's expense, the following authorities and powers:
  - A. **LEASING:** To advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon; to execute leases for terms not to exceed one (1) year; renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the Owner such notices as APM 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.
  - B. **RENTS:** To collect rents and to collect and disburse security and other deposits on behalf of Owner; to deposit all receipts collected for Owner in a trust account with a qualified banking institution, but APM shall not incur any liability for bankruptcy or failure of the depository. Owner shall be responsible to APM and tenants for the refund of all security deposits held by Owner, unless forwarded to APM. Owner assumes full responsibility for losses incurred due to non-negotiable checks received from tenants. Owner hereby directs APM to forward all rent proceeds, if any, directly to Owner at Owner's mailing address.
  - C. **MAINTENANCE:** To contract, hire and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be Owner's employees.
  - D. **SERVICE CONTRACTS:** To execute contracts for utilities and services for the operation, maintenance and safety of the property, as APM shall deem appropriate. APM may perform any of APM's duties through attorneys, brokers, agents, employees, and independent contractors, and shall not be responsible for their acts, omissions, defaults, negligence, and/or costs of same, except in cases of willful misconduct or gross negligence from any persons working in APM's firm. APM has sole discretion and authority to specify any of its employees to perform the management services described in this agreement.
  - E. **REPAIRS:** To take charge of repairs, decorating and alterations and to purchase supplies therefore. APM agrees to obtain Owner's prior authorization for any and each expense item in excess of \$200 (two hundred dollars), except monthly or recurring operating charges, or emergency repairs, or in the event the Owner is not reasonably available for consultation and APM deems such expenditures in excess of this amount necessary for the protection of the property from damage, or to perform services to the tenants provided for in their leases, or to reduce any potential loss to Owner as APM deems appropriate.
  - F. **DISBURSEMENTS:** To accrue and make disbursements from Owner's funds for maintenance, repairs, and any other billing statements APM deems appropriate. APM shall at all times maintain a master policy of workman's compensation insurance to protect both APM and the Owner for laborers working under the direct control of APM, and prorate the cost for such insurance annually to Owners account as APM deems appropriate which is estimated to be approximately as follows: \$45.00 per year for a single family dwelling, \$165.00 per year for a multiple dwelling up to four units. In addition to the above disbursements, Owner requests APM to make additional disbursements as follows: \_\_\_\_\_.
  - G. **PERIODIC STATEMENTS:** To provide Owner with monthly periodic statements of receipts, expenses, charges and accruals and to remit Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner shall promptly remit such excess to APM. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of APM's duties set forth herein.
  
2. **OWNER'S OBLIGATIONS:**
  - A. **COMPENSATION:** Owner agrees to pay APM a fee or fees for each property managed, which shall be due and payable on demand and may be deducted by APM from gross receipts, at the rates indicated below for:
    - (1) Monthly Management: 6% of gross scheduled rent (\$120 minimum, \$180 maximum)
    - (2) Renting or Leasing: One-half of one months rent
    - (3) Renegotiated Lease Agreements: No ChargeFees for month-to-month management services are subject to change and APM may revise the above fee schedule with not less than thirty (30) days prior written notice to Owner.
  - B. **HOLD HARMLESS:** Owner agrees to indemnify and hold APM and all persons in APM's firm harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages arising from or connected with the management, rental, or operation of the property by APM or any person in APM's firm, or the performance or exercise of any of the authorities or powers herein or hereafter granted to APM. Owner shall not hold APM or any persons in APM's firm liable for any error of judgment, or for any mistake of fact or law, or for anything which APM or any persons in APM's firm may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. Should APM successfully defend any action brought by Owner against APM or any persons in APM's firm, relating to the property, or APM's management thereof, Owner agrees to pay all costs incurred by APM in connection with such action, including a reasonable attorney's fee.
  - C. **DATA AND RECORDS:** Owner agrees to make available to APM all data, records and documents pertaining to the property, which APM may require to properly exercise APM's duties hereunder.
  - D. **RESERVE AMOUNT:** Owner agrees that a minimum of \$200.00 shall be kept in reserve at all times to offset any expenses relating to the property.

3. OTHER TERMS:

- A. **LIABILITY INSURANCE:** Owner agrees to carry, at Owner's expense, adequate bodily injury, property damage and personal injury public liability insurance to protect the interests of Owner and APM. The policy shall name APM as an additional insured party. A certificate of insurance will be furnished to APM upon demand.
- B. **LEAD-BASED PAINT DISCLOSURE:** Owner represents that:
  - The property was constructed on or after January 1, 1978.
  - The property was constructed prior to 1978 (**Owner to complete items 1 and 2 below**):
- (1) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: \_\_\_\_\_
- (2) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to APM: \_\_\_\_\_
- C. **ADVANCING FUNDS:** APM shall not be required to advance APM's own funds in connection with the property or this Agreement. However, if APM elects to advance any funds, Owner shall promptly repay to APM, upon request, the amount advanced. APM may also effect repayment from rents received, as a priority over all other obligations.
- D. **TENANT FEES:** APM may receive as compensation from tenants any of the following fees and charges: (1) late rent administrative fees, (2) non-negotiable check fees, (3) credit report fees, (4) and other service fees that are not in conflict with this Agreement.
- E. **UNLAWFUL DETAINERS:** APM may, but shall not be required to, type and file unlawful detainer actions in the name of the Owner to evict tenants and recover possession of the premises, as APM deems appropriate. Owner shall pay APM a fee of \$200.00, plus all costs incurred, for each unlawful detainer action filed. In the event an attorney is required to consummate the eviction process, the additional expense for such attorney shall be paid for by Owner.
- F. **COLLECTIONS:** APM may, but shall not be required to, type and file bank account levies, wage garnishments, and any other collection activity which APM deems appropriate to recover rents and other sums due Owner. APM may deduct from receipts a fee equal to 40% of any amounts realized from said collections.
- G. **NOTICES:** Any written notice to Owner or APM required under this Agreement shall be served by sending such notice by first class mail to that party at the address below, or at any different address which the parties may later designate, and shall be deemed received three business days after deposit into the United States Mail.
- H. **TERMINATION:** Owner or APM may terminate this Agreement immediately for any improper conduct or breach of this Agreement by the other party. It is expressly agreed that the obligations contained in paragraph 2-B of this Agreement shall survive the expiration, termination, or cancellation of this Agreement.
- I. **ENTIRE AGREEMENT:** This Agreement supersedes all previous management agreements, if any, and constitutes the entire agreement between the parties. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. APM accepts this exclusive employment and agrees to use due diligence in the exercise of the authorities and powers conferred upon APM under the terms hereof. The undersigned Owner warrants that Owner is the owner of the property (ies) described herein or has the legal authority to execute this Agreement.

The undersigned parties acknowledge that they have thoroughly read and understand each provision of this Agreement, and have received a copy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.

Owner Signature \_\_\_\_\_ Address \_\_\_\_\_

Print Name \_\_\_\_\_

Soc. Sec. # \_\_\_\_\_ Home Phone \_\_\_\_\_

Owner Signature \_\_\_\_\_ Work Phone \_\_\_\_\_

Print Name \_\_\_\_\_ Email \_\_\_\_\_

Soc. Sec. # \_\_\_\_\_ Insurance Co. \_\_\_\_\_

HELPUSSOFT CORPORATION dba Policy # \_\_\_\_\_

AMERICAN PROPERTY MANAGEMENT Agent's Name \_\_\_\_\_

By: \_\_\_\_\_ Agent's Phone \_\_\_\_\_

Walter M. Welti, President

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