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MANAGEMENT CONTRACT

AGREEMENT made this ____ day of _____ 20__, between _____ (hereinafter designated as “Owner”) and **Progressive Homeowner Management, Inc.** (hereinafter designated as “Agent”).

WITNESSETH: In consideration of the mutual promised and covenants herein contained, Owner and Agent agree as follows:

1. Owner hereby appoints Agent as the sole and exclusive renting and management agent of designated property located _____ hereinafter designated as “The Premises”). Owner agrees that said premises will include only items of personal property usually and customarily considered part of the realty.

*Additional properties may be added to this contract by an addendum.

2. Agent shall use its best efforts in renting the premises to desirable tenants, and to this end, is hereby authorized on behalf of Owner and at Owner’s expense to enlist the services of real estate brokers.
3. Agent is authorized to advertise the premises or portions thereof, prepare and secure renting signs, renting plans, circular matter and other forms of advertising to the extent required in connection with such rental.

Owner will participate in establishing reasonable lease restrictions, as noted below.

OWNER TO COMPLETE:

- A. Early Return Clause will be included on all leases if required by Owner.
Yes ___ No
- B. Restrictions on type and number of pets: _____
- C. Restrictions on number of occupants:

Owner may change the above lease restrictions prior to a commitment being made to all prospective tenants by providing Agent with written notification of said changes. Written notification will include first-class mail, telex, or facsimile.

4. All inquiries for any lease or renewals or agreements for the rental or operation of the premises or any part thereof shall be conducted solely by or under the direction of the Agent. Agent is authorized to execute and conclude any leases or agreements for the rental or operation of the premises, or any part thereof.
5. Agent and Owner agree to deal with premises in full compliance with all applicable laws, including the Fair Housing Act, and without regard to any person's race, color, religion, sex, or national origin.
6. Agent shall use its best efforts in the management of the premises and due diligence in collecting the rentals and other income therefrom, but shall not be obligated to institute any legal action or proceedings. Upon Owner's request, however, Agent may, if required in Agent's opinion, in the name of the Owner and at the Owner's expense institute legal actions or proceedings for the collection of rent or other income from the premises or the ousting or dispossessing of tenants or other persons therefrom, and such expense may include the engaging of counsel for any such matters.
7. Agent if authorized, in the name of and at the expense of, the Owner, to make or cause to be made such ordinary repairs and/or alterations to the premises as may be advisable or necessary, and to purchase such supplies as may be advisable or necessary. The expense to be incurred for any one item of alteration or repair shall not exceed the sum of \$ unless authorized by Owner, except under such circumstances as Agent deems to be emergency. Agent shall allow to Owner any discount which Agent may obtain.
8. Agent is authorized in the name of and at the expense of the Owner to make contracts, if necessary when premises are vacant, for electricity, gas, telephone, window cleaning, vermin extermination, and other services or such of them as Agent shall determine advisable or which Owner instructs Agent to make. Agent shall contract as required in its opinion for maintenance services for heating system, central air conditioning system, roof inspections, gutter cleaning, trimming of shrubs and fertilization of lawn. Contractors will be selected by Agent with consideration of any contractors suggested by Owner.
9. Extraordinary repairs and extensive reconstruction or rehabilitation of the premises or any part thereof shall be made only by mutual consent and on the terms agreed in by Owner and Agent. Where the estimated costs for such work is in excess of \$ 200.00, Owner shall advance funds to Agent before such work commences.

10. If Owner elects to have PHMI make mortgage, HOA, insurance, and/or tax payments, all funds must be available at the first of every month. Therefore, PHMI will hold, one (1) month in advance, funds for any of the above referenced, scheduled payments. Should the Owner elect to have PHMI meet the mortgage, HOA, insurance, and/or tax payments for a given property upon initializing this contract, all funds for same will be forwarded immediately by Owner to PHMI. At any time during this contract, should funds not be readily available to make the scheduled payments, PHMI will immediately forward all payment books, coupons, etc. back to Owner. At that time, and from then on, the Owner will be responsible for meeting these payments.
11. Agent shall render to Owner a monthly statement of receipts and disbursements. The statement will reflect (such as rents) less disbursement (such as repairs and management fee).
 - A. In the event the monthly statement shows a credit balance in favor of Owner, Agent will transmit the amount of such balance to Owner's designated account or send Owner a check for the balance.
 - B. In the event the monthly statement shows a negative balance, Owner shall reimburse Agent immediately for the amount of such negative balance.
 - C. All communication costs; i.e., certified mail, facsimiles, or telephone calls, are at Owner's expense.
12. Upon termination of this Agreement, Agent shall render to Owner a **FINAL STATEMENT** of receipts and disbursements.
13. If the premises are owned by more than one individual, said individuals will act jointly in decisions and questions concerning the premises and Agent may rely and act upon the statement and/or requests of either Owner without further liability to the other.
14. Owner agrees:
 - A. To hold and save Agent free and harmless from damage or injuries to person or party by reason of any cause whatsoever (other than Agent's willful or negligent acts), either in and about the premises, or elsewhere in connection with carrying out the provisions of this Contract.
 - B. To reimburse Agent upon demand for any monies which the latter is required to pay out for any reason whatsoever, in connection with carrying out its obligations hereunder, including any expenses in defending any claims or suits affecting the premises.

15. This Agreement shall become effective on the date of execution by Agent of a copy of this Agreement, properly executed by Owner, and shall remain in full force and effect for one (1) year from the effective date, and thereafter unless either party hereto shall notify the other in writing of an intention to terminate this Agreement, within sixty (60) days, in which case, this Agreement will terminate at the end of sixty (60) days. In the event of a bona fide sale or demolition of the property, Owner may terminate this Agreement upon not less than thirty (30) days notice served in the manner set forth. All notices shall be in writing and sent by first-class mail to the address designated by Owner and Agent to whom the notice is given. Certified mail, telegram or facsimiles shall be considered as written notice.
16. Notwithstanding anything herein to the contrary, the obligation of Owner with respect to any lease agreement executed on Owner's behalf by Agent shall survive termination of this Agreement and shall be in full force and effect for the term set forth in said lease agreement.
17. The validity, enforceability and interruption of this Agreement shall be determined in accordance with the laws of the State of Texas.
18. This agreement contains all the undertaking, agreements, representations and understandings of the parties relating to the subject matter hereof. This Agreement may not be changed or terminated except in writing signed by both parties.
19. The Agent will charge the Owner a monthly fee of 10%, per month, which will be billed on the monthly statement, which will also include the last month's administrative fee. In the event multi-units are placed under management, they will be billed on a per unit basis.

PROGRESSIVE HOMEOWNER MANAGEMENT, INC.

OWNER

Signature & Date

Date

Title

Title