



**HRP**

**Hollister Rental Properties**

800 San Benito Street, Suite C  
Hollister, CA. 95023

831-637-1691 or 800-862-7159  
Fax: 831-637-0655

## MANAGEMENT AGREEMENT

In consideration of the covenants herein contained \_\_\_\_\_  
\_\_\_\_\_ (herein after called Owner) agrees to employ  
MJF Real Estate Inc. who is doing business as Hollister Rental Properties, \_\_\_\_\_  
\_\_\_\_\_.

and described as a X single family detached\_ condominium\_ a multiple dwelling of  
units \_\_\_ other \_\_\_\_\_ for the period of \_\_\_ commencing on \_\_\_ and terminating one  
year later on \_\_\_\_\_ and continuing on a month to month basis thereafter subject  
to 30 days notice in writing of intent to terminate by either party, upon the following  
terms and conditions.

### 1. LEASING RENT AND SECURITY DEPOSITS

- A. Agent agrees to advertise the availability of premises for rent and to display “for rent” signs if possible.
- B. Agent will work diligently to procure tenants per the occupancy standards and the rental rates as approved by the owner.
- C. Agent is authorized to negotiate leases on behalf of owner for terms not to exceed Month to X month \_\_\_ year X leases to be executed in \_\_\_\_\_ Owner’s name.  
\_\_\_\_ Agent’s name by X Owner \_\_\_\_\_ Agent.
- D. Agent will use due diligence in the screening and selection of tenants and to abide by all fair housing laws.
- E. Agent will collect rents and security deposits and deposit such monies into the Owner’s bank account or mail the check directly to the Owner.
- F. Agent will not hold security deposits in a separate trust account. Owner will be given monies directly and is responsible for refunding tenants monies according to the current laws, that is within 21 days.
- G. If the lease or rental agreement contains a “late fee” the Owner shall be entitled to 6% of the monthly rental amount as additional for time and expenses of collecting the delinquent rental payment.

- H. Agent is authorized to sign and serve for the Owner, notices to terminate tenancies and other such notices as the Agent deems appropriate: to institute legal actions in the name of the Owner X Agent \_\_\_ to evict tenants and recover possession of the premises; to recover rents and other sums due; and when expedient to settle, compromise and release such actions or suits or reinstate such tenancies. Furthermore, inasmuch as Agent is not authorized to practice law, where legal assistance is needed for such matters as enforcing the collection of rent or eviction of a tenant, such action shall be through counsel designated or approved by the Owner.
- I. Owner agrees that such expenses incurred for collection costs and legal fee are expenses of the Owner. As well as the Owner agrees to pay for all repairs needed for the property when Agent gets verbal or written permission from Owner to proceed with repairs.

## 2. DISBURSEMENTS

- A. Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the proper and reasonable exercise of the Agents duties set forth in this agreement.

## 3. RECORDS AND REPORTS AND EMPLOYEES

- A. Agent shall maintain accurate records of all monies received and disbursed in connection with its management of the property and said records shall be open for inspection by Owner, during regular business hours, upon reasonable notice.
- B. Agent agrees to hire, supervise and discharge all employees and independent contractors required for the operation and maintenance of the premises.

## 4. REPAIRS MAINTENANCE AND SERVICE CONTRACTS

- A. Agent shall do everything reasonably necessary for the proper management of the property, including periodic inspections, the supervision and cleaning and maintenance and arranging of such improvements, alterations and repairs as may be required by the Owner.
- B. No repairs, decorations, alterations or supplies costing more than \$200.00 shall be made without prior approval from Owner, except for monthly or recurring operating charges, emergency repairs, or in the event the Owner is not reasonably available for consultation, if the Agent deems such expenditures in excess of this amount are necessary for the protection of the property from damage or persons from injury or to perform services to the tenants provided for in their leases or rental agreement.

## 5. HOLD HARMLESS AND INSURANCE

- A. Owner agrees to carry, at Owners expense, Standard Homeowner's which includes General Liability, and Personal Injury with a minimum limit of \$500,000 Agent is to be named as additional name insured.
- B. Owner shall immediately furnish Agent with a Certificate of insurance evidencing the above coverage is in force with a carrier acceptable to Agent. In the event Agent

receives notice that said insurance coverage is to be cancelled, Agent may at its option immediately cancel this Agreement.

## 6. COMPENSATION

- A. Owner agrees to pay agent a monthly rental fees for management services: For multiple units the fee will be 6% of the highest rent for the first unit and 5% for each additional unit(s).  
Your monthly management fee is \$ TBD.
- B. Owner agrees to pay one half (1/2) of the monthly rent as a retainer for locating tenants. If for any reason the new tenants need to vacate before 90 days, you will not be responsible to pay a retainer fee for the next incoming tenants.

## 7. NOTICES

- A. All notices required to be given hereunder shall be in writing and mailed to the parties hereto at the addresses set forth below.

## 8. ATTORNEY'S FEES

- A. In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorneys fees and costs in addition to all other relief. Agent will accompany Owner in any law suit as a witness only.

## 9. ADDITIONAL TERMS

Agent shall use due diligence in obtaining tenant, processing credit application, verifying employment and previous rental history. Agent will be held harmless if said tenant causes any damage to property. Landlord understands that a security deposit equal to one months rent will be collected at time of occupancy. Should tenant violate terms of rental agreement and legal fees incurred with an eviction will be the sole responsibility of the Landlord. If there is a credit problem with a future tenant, all information will be disclosed. It will be the Landlord's decision to decide if they want the parties as a tenant, landlord will acknowledge all documentation in writing.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at Hollister, CA. 95023.

Cathy Kyles, (Property Manager)

BRE#01454024

Broker/Owner

Marilyn Ferreira, BRE#00960574

800 San Benito St. Ste C Address

Hollister, Ca. 95023

(831) 637-1691 Phone

(831) 637-0655 Fax

[Hollister.rental.properties@gmail.com](mailto:Hollister.rental.properties@gmail.com)

Owner \_\_\_\_\_

Owner \_\_\_\_\_

Owner \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_