



CONTRACT FOR PROPERTY MANAGEMENT:

In consideration of covenants herein contained,
_____ (OWNER) and Burke Realty and Management
(BROKER) agree as follows:

- A. The owner hereby employs the Broker exclusively to rent, lease and manage the property or properties know as:
_____ (PREMISES) upon the terms hereafter set forth for the period of time beginning the ____ Day of _____, _____ and ending the _____ day of _____, _____. (TERM). At the expiration of the term here of, this CONTRACT shall automatically renew on a month to month basis, under the same terms and conditions, provided that BROKER send OWNER a reminder at least 30 days before renewal date.
- B. BROKER accepts employment hereunder and agrees:
1. To use diligence in the management of the PREMISES for the TERM and upon the terms and condition herein provided, and agrees to furnish the services of the BROKER for the renting, leasing and managing of the PREMISES.
 2. To investigate carefully all references of perspective tenants.
 3. To deposit all monies collected for the OWNER, per A, B, or C, below including all security, pet, cleaning or damage deposits LESS any sums properly deducted. BROKER WILL NOT retain all deposits buy MAY retain the final months rent in anticipation to refund said deposits should BROKER deem it to be in the best interest of OWNER to facilitate the same in compliance with A.R.S. 33-1321. It is understood and agreed that BROKER MAY deposit OWNERS funds in trust saving account and will not be responsible to account for such interest to OWNER. Furthermore late fees charged to tenant shall be credited to BROKER as additional compensation for time and overhead consumed in the collection of delinquent rental payments OR separate agreement between OWNER and BROKER.
 4. With regards to monies collected for OWNER, BROKER will:
____ (A) Deposit such funds in BROKERS Trust Account in an institution qualified to engage in banking business separate from BROKERS general business account. BROKER will not be liable in event of bankruptcy or failure of such depository.
____ (B) Deposit such funds in OWNERS account at _____ Account # _____
____ (C) Send such funds to OWNER at _____

The OWNER agrees that (if applicable) the BROKER may establish a sales tax impound account from initial tenants deposits.

NOTE REGARDING TENTANTS CHECKS MAY TAKE UP TO 10 DAYS TO CLEAR

5. To send MONTHLY status reports to OWNER, BROKER will transmit to OWNER any excess funds in the OWNERS accounts upon request, or in the event the disbursements shall be in excess of monies collected by BROKER, OWNER hereby agrees to pay such excesses requested by BROKER.
 6. Upon termination of this Contract, pursuant to A.R.S. 32-2173 BROKER will provide OWNER with final accounting of the PREMISES financial status that include (1) a list of all tenants security obligations within 5 days (2) reimbursement for all monies remaining in the payable account EXCEPT for monies needed for unpaid obligation within 35 days, (3) a final lists of account receivable and payable within 60 days and, (4) a final bank reconciliation within 60 days.
- C. The OWNER hereby agrees to give the broker the following authority and power and agrees to assume any expense in connection herewith:
1. To advertise the availability for rental of the PREMISES and to Display FOR RENT signs thereon; to sign, renew and/or cancel leases for the PREMISES; to terminate tenancies and to sign and serve in the name of the OWNER such notices a appropriate; to act as statutory agent for OWNER for service of notices under A.R.S. §33-1902 (B) if necessary; to employ legal counsel to evict tenants and to recover rents and other sums due as allowed by law; to reinstate such tenancies when expedient.
 2. To make or cause to be made and supervise all repairs and alterations, and to do decorating on said PREMISES; to purchase supplies and pay all bills thereof. BROKER agrees to secure prior approval of OWNER on all expenditures in excess of \$ _____ for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of BROKER such repairs are necessary to protect the PREMISES from damage or to maintain services to the tenants as called for in the lease. BROKER shall not be required to advance any monies for commissions or other expenses related too managing the PREMISES. OWNER agrees to establish and maintain a permanent Operating Reserve Account with BROKER in the minimum amount of \$ _____
 3. To hire, discharge and supervise all labor and employees required for the operation and maintenance of the PREMISIS; it being agreed that all employees shall be deemed employees of OWNDER and not BROKER, and the OWNER and not BROKER is responsible for all obligations relative to the Fair Labor Standard Act, and the BROKER may perform any of its duties through OWNER'S attorney and BROKER shall not be responsible

for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention.

- 4. To authorize BROKER to contract (i.e. OWNER accepts liability for and agrees to pay) for utilities for the PREMISIS including:

APS _____ SRP _____ SW Gas _____
Water _____ Trash _____ Phone _____
Cable _____ Other _____

- 5. To complete and file with the County Assessor such forms and notifications as may be required by law on OWNERS behalf
- 6. To NOT make monthly mortgage or HOA payments unless agreed to in Section J.

D. SALES TAX: The PREMISIS are located in _____(City) for sales tax purposes. All applicable sales tax reporting will be the responsibility for

- A. BROKER _____ b. OWNER _____ who will pay such tax at OWNER’S expense when due, and will file the appropriate forms.
- B. The PREMISES are not subject to sales tax because: _____ (NOTE: option a, b, or c above must be selected) OWNER agrees the BROKER is not responsible for paying any other taxes or obligations except as set forth herein.

E. OWNER further agrees:

- 1. To indemnify, defend and hold BROKER harmless from all claims, investigations, and lawsuits in connection with any past due or unpaid sales, business, use personal property or other taxes, in connection with the filing or failure to file any form or notification required by law, or in connection with any claim of damage or injury suffered by any person in regard to the PREMISES, except as may be occasioned by the sole negligence of the BROKER. OWNER agrees to carry at its own expense, adequate Public Liability Insurance and (if necessary) Workman’s Compensation insurance to protect the BROKER and OWNER, and shall name BROKER as the co-insured. BROKER also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in the case of which it may do BROKER’S willful misconduct or gross negligence.
- 2. This Contract can be cancelled by either party with a 10 day notice to the other.

F. For these services the OWNER agrees to pay the BROKER:

1. For Leasing: \$_____ or _____ percent of the total consideration of the lease, renewal or holdover thereof, to be paid to the BROKER upon signing of the lease.
2. For Managing: _____ Flat fee per month per unit. The management fee shall be payable when rent and other monies are received, or as provided by a separate written agreement between OWNER and BROKER.
3. For Sale: Percentage to be determined at later date in the event OWNER contracts BROKER to market PREMISES and or tenant tenders offer to purchase.

G. An addendum is attached:

- A. _____ Multiple Ownership
- B. _____ Monthly payments
- C. _____ Other
- D. _____ None

H. This contract is entered into by and between the OWNER and BROKER and shall be binding upon the successors and assigns of BROKER and the heirs, executors, administrators, successors and assigns of OWNER. This Contract is not assignable to another Licensee or licenses entity without the express written consent of OWNER, as provided in A.R.S. §32-2173(j).

I. In any legal action arising out of this contract the prevailing part shall be entitled to an award of its reasonable attorney's fees and costs.

J. _____

OWNER acknowledges that he/she has read, understands and accepts all terms and conditions contained herein and that he/she has received a copy of this Contract.

OWNER: _____

Signature: _____

SSN: _____ DATE: _____

Signature: _____

SSN: _____ DATE: _____

Address: _____

City, State, Zip: _____

BROKER: Burke Realty and Management

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____