

# AGREEMENT TO MANAGE PROPERTY



1 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, OWNER(S) IS ADVISED TO  
2 SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

3  
4 **PARTIES:** \_\_\_\_\_ "Owner(s)" agrees to exclusively employ  
5 \_\_\_\_\_ "Manager" to rent, lease, operate and  
6 manage the real property(s) located at:

7  
8 1. \_\_\_\_\_ in the City  
9 of \_\_\_\_\_, County of \_\_\_\_\_, Montana legally described  
10 as \_\_\_\_\_  
11 \_\_\_\_\_  
12 \_\_\_\_\_  
13 \_\_\_\_\_

14 Attach additional sheets to identify additional properties if necessary.

15  
16 **TERM:** The initial term of this Agreement shall commence on \_\_\_\_\_ and shall conclude on  
17 \_\_\_\_\_. This agreement shall automatically renew for succeeding terms of  
18 \_\_\_\_\_, unless either the Owner(s) or the Manager provide written notice to not  
19 renew to the other, not later than thirty days prior to the conclusion of the agreed upon term or any renewal term of this  
20 Agreement.

21  
22 **STATUTORY DISCLOSURES:**

23  
24 **METHAMPHETAMINE:** if the Property in inhabitable real property, the Owner represents to the best of Owner's  
25 knowledge that the Property  **has**  **has not** been used as a clandestine Methamphetamine drug lab. If the  
26 Property has been used as a clandestine Methamphetamine drug lab Owner agrees to execute Bill Bahny  
27 Property Management: Methamphetamine Disclosure Notice" and provide any documents or other information  
28 that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine  
29 Drug lab.

30  
31 **LEAD BASED PAINT:** If any dwelling on the real property was built before the year 1978, Owner  **has**  
32 **knowledge**  **has no knowledge** of lead-based paint and/or lead-based paint hazards on the real property. If  
33 Owner has knowledge of lead-based paint and/or lead-based paint hazards on the real property Owner agrees to  
34 provide all pertinent reports and records concerning that knowledge. Owner acknowledges that Manager has  
35 advised Owner of Owner's obligation to make lead-based paint disclosures and Manager's obligation to ensure  
36 that Owner satisfies this obligation.

37  
38 **MOLD:** If the real property is inhabitable real property as defined in the Montana Mold Disclosure Act, Owner  
39 represents to the best of Owner's knowledge that the real property  **has**  **has not** been tested for mold and  
40 that the real property  **has**  **has not** received mitigation or treatment for mold. If the real property has been  
41 tested for mold or has received mitigation or treatment for mold owner agrees to provide any documents or other  
42 information that may be required under Montana law concerning such testing, treatment or mitigation.

43  
44 **MANAGER'S AUTHORITY:** Owner(s) grants to Manager the authority and power to act on behalf of the Owner(s) as  
45 follows:

- 46 a. To advertise the availability of the real property for rent or lease by any reasonable means, including, without  
47 limitation, the display of for rent signs.
- 48  
49 b. To negotiate, enter, renew, or terminate leases or rental agreements for the property or any part thereof.  
50 Provided, however, that any lease or rental agreement entered by the Manager shall not exceed a term of  
51 \_\_\_\_\_ without the prior written consent of the Owner(s).
- 52  
53 c. To reasonably enforce the terms and provisions of all leases and rental agreements.
- 54  
55 d. To collect all rents and other monies due to the Owner(s) from tenants of the real property in accordance with  
56 the terms of their respective leases or rental agreements, using such efforts as are both reasonable and  
57 available under the law.



- e. To repair or cause to be repaired, without prior authorization of the Owner(s), such defects and damages as necessary to protect the real property or the property of others; to avoid suspension of necessary services; to avoid the imposition of penalties or fines; and/or to maintain services to the tenants as called for in their respective leases or rental agreements.
- f. To repair or cause to be repaired, or improve or cause to be improved, with prior authorization of the Owner(s), any other defects, damages or conditions.
- g. To maintain or cause to be maintained the real property in a condition so as to comply with the Residential Landlord and Tenant Act of 1977, Montana Code Annotated §70-24-101 et. seq.
- h. To acquire utility and other services and materials as reasonably necessary for the maintenance, repair, and improvement of and other services for the real property.
- i. To retain, supervise and discharge all independent contractors reasonably needed for the maintenance, repair, and improvement of and other services for the real property.
- j. To maintain such records of receipts and expenditures, leases and rental agreements, and all other documents and records related to the management of the real property.
- k. To deposit all revenues or deposits received on the lease or rental of the real property into Manager's trust account within three business days of receipt. Owner(s) agrees that interest accruing on trust account deposits, if any, shall be payable to \_\_\_\_\_.  
If interest is payable to Manager, the parties agree that such sums are paid to cover bank service charges relating to the Manager's trust account.
- l. To pay for all maintenance, repairs, improvements, utility services, services and materials from revenues expenses, beyond the funds available from revenues received and operating reserves. In the event Manager elects to expend funds beyond revenues received and operating reserves, Owner(s) shall promptly reimburse Manager.
- m. To deduct all sums owing to the Manager from revenues received and/or operating reserves.
- n. To disburse all sums due and owing to the Owner(s).
- o. To act for the Owner(s) for the purpose of service of process and receiving notices and demands.

**OWNER'S OBLIGATIONS:** Owner(s) shall be obligated as follows:

- a. To retain and pay the costs and fees of legal counsel for all legal actions involving the real property.
- b. To indemnify and hold the Manager harmless from any and all costs, expenses and attorney fees, suits, liabilities, damages or claim for damages, including but not limited to those arising out of injury or death to any person or persons or damage to any property of any kind whatsoever and to whomever belonging, including the Owner(s), in any way relating to the management of the real property or the performance or exercise of any of the duties, obligations, powers or authorities herein or hereafter granted to the Manager, except that are the result of Manager's gross negligence or intentional misconduct. The term Manager as used in this sub-paragraph shall include all employees, agents, shareholders, partners, directors, officers, managers, members of the Manager.
- c. To pay the Manager the sums as follows:
  - I) \_\_\_\_\_% of the gross monthly income collected or a minimum of \$\_\_\_\_\_ for each unit of the real property rented at any time during the month or \$\_\_\_\_\_ for each unit not so rented.
  - II) \$\_\_\_\_\_ upon execution of this Agreement.
  - III) \$\_\_\_\_\_ or \_\_\_\_\_% for any capital improvement and the supervision thereof.
  - IV) \$\_\_\_\_\_ upon the entry of each new rental agreement.
  - V) a sum adequate to reimburse Manager for all sums expended by Manager for advertising, repairs, maintenance, improvement, materials, utilities, services, legal fees, court costs, and any other sums expended by Manager in providing the management services anticipated by this Agreement.



- 122 d. Owner(s) agree to deposit upon entry into this Agreement and thereafter maintain an operating reserve in an  
123 amount not less than \$\_\_\_\_\_.
- 124
- 125 e. The parties agree to divide those monies received by the manager for NSF fees and/or late charges, first to  
126 reimburse the manager for all bank charges incurred as a result of the NSF check and thereafter such monies  
127 shall be divided\_\_\_\_\_ % to manager and the balance to owner.
- 128
- 129 f. Owner(s) shall be responsible for payment of all real property taxes and assessments levied against the real  
130 property and to maintain hazard insurance upon the improvements thereon.
- 131
- 132 g. Owner(s) shall maintain liability insurance on the real property with coverage of no less than \$ \_\_\_\_\_  
133 per person and \$\_\_\_\_\_per occurrence. Owner further agrees to add Manager as an  
134 additional insured, if necessary to obtain coverage for Manager on Owner(s)' liability insurance policy.
- 135
- 136 h. Owner(s) represents and warrants that Owner(s) is the owner of the real property; that Owner(s) has the  
137 authority to enter into this Agreement; and the Owner(s) has given Manager all documents relating to any  
138 tenancy existing as of the date of this Agreement.
- 139
- 140 i. Manager assumes no liability for personal property left on the real property by Owner(s).
- 141

142 **NOTICE OF DEFECTIVE CONDITIONS:** Upon entry into or during the term of this Agreement, Manager may inspect  
143 the real property. The Owner(s) acknowledge that the Manager is not a building inspector, contractor, architect,  
144 engineer, electrician, builder, plumber, sanitarian, or expert in any other area in regards to the safety, design or structural  
145 condition of the property. If Owner(s) to such expert. If either during the course of such inspections or if Manager  
146 otherwise becomes aware of a condition of the property, the repair, maintenance or improvement of which is required  
147 to make the property safe and comply with existing federal, state, and local laws, ordinances and regulations, the  
148 Manager shall advise the Owner(s) in writing of the condition and the nature of the repair, maintenance or improvements  
149 the Manager believes is necessary. A copy of this notice may be provided to existing or prospective tenants. Within  
150 ten days of the date of this notice Owner(s) shall undertake or authorize Manager to undertake the noted repair. Owner(s)  
151 agrees to assume all costs for such repairs, maintenance or improvements.

152 **SMOKE AND CARBON MONOXIDE DETECTORS:** Owner acknowledges that Montana law requires that Owner install  
153 approved smoke detectors and approved carbon monoxide detectors in any dwelling unit located on the real property.  
154 Owner further acknowledges that Montana law also requires that Owner verify that said smoke detectors and carbon  
155 monoxide detectors are in good working order at the commencement of any rental agreement. Owner represents and  
156 warrants to Manager that smoke detectors and carbon monoxide detectors have been installed in the real property in  
157 accordance with Montana law and that said smoke detectors and carbon monoxide detectors are in good working order  
158 as of the execution of this Agreement.

160 **TERMINATION:** In the event Owner(s) terminates this Agreement before the expiration of the term described above,  
161 Owner(s) shall pay to Manager all sums that would have come due under sub-paragraph c(i) of the Owner's  
162 Obligations paragraph of this Agreement for the remaining term of the Agreement at the time of the termination.

163 **NOTICES:** All notices called for in this Agreement may be served by personal service, sent by United States Mail or  
164 facsimile copy to the respective party at the address or facsimile numbers as follows:

165 Owner(s) mailing address:	165 Manager mailing address:
166 _____	166 _____
167 street	167 street
168 _____	168 _____
169 city state zip	169 city state zip
170 _____/_____	170 _____/_____
171 phone fax	171 phone fax
172 Email address _____	172 Email address _____
173 _____	173 _____

174 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic  
175 means in accordance with the Montana Uniform Electronic Transaction Act.



184 **GENERAL TERMS:**

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- 186 a. Time is of the essence of this agreement.
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- 188 b. The Owner(s) is hereby notified that the Manager will operate in accordance with all applicable state, local and
- 189 federal rules and regulations.
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- 191 c. Civil rights laws of the United States prohibit housing discrimination on the basis of race, religion, sex, national
- 192 origin, color, handicap, or familial status, marital status, creed and age. All parties to this Agreement shall act
- 193 according to said law.
- 194
- 195 d. Manager may not assign this Agreement to another party without written consent from the Owner(s). This
- 196 Agreement is binding upon the successors and assigns of the Owner(s).
- 197
- 198 e. In the event either party engages an attorney's services in regard to or in case of suit or action on this
- 199 Agreement, the prevailing party shall recover collection costs, court costs and reasonable attorney's fees.
- 200
- 201 f. This Agreement, along with attached exhibits and addenda, constitute the entire agreement between Owner(s)
- 202 and Manager, and supersedes any other written or oral agreements between them. This Agreement may only
- 203 be modified in writing, signed by both Owner(s) and Manager.

204 **ADDENDA ATTACHED:** Incorporated into the terms of this Agreement are the following (check all that apply):

- |                                 |                    |
|---------------------------------|--------------------|
| 205 Bookkeeping                 | Mold Disclosure    |
| 206 W -9                        | Rental Application |
| 207 Lead Based Paint Disclosure | Pet Agreement      |
| 208 Pet Profile                 |                    |

209 **SPECIAL PROVISIONS:**

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239 Owner Signature Date Owner Signature Date

240

241 \_\_\_\_\_ / \_\_\_\_\_

242 Manager Signature Date

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244



**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.