

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF PROPERTY MANAGER]
an Oregon corporation with a head office in the City of _____, Oregon
(the "Agent")

- and -

[NAME OF PROPERTY OWNER]
(the "Owner")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. *Engagement and Grant of Authority.* The Owner hereby designates and appoints the Agent to act as the Owner's sole and exclusive representative, manager and agent for the management, operation, and leasing of the residential property located at:

[insert address of rental property] (the "Premises")

In connection with such leasing and management services, the Agent shall have full responsibility and authority to lease, operate, maintain and manage the Premises subject to the terms and conditions hereinafter set forth.

2. *Delegation of Duties.* The Agent may, with the Owner's consent, delegate all or any of its duties hereunder to a third party subject to the Agent's control and supervision. Any such delegation shall not relieve the Agent of its duties hereunder.

3. *Term and Termination.*

(a) The term of the Agreement shall be for a period of ____ year(s), commencing on the ____ day of _____, _____ and terminating on the ____ day of _____, _____, and continuing thereafter on a monthly basis until terminated by either party by written notice to the other party.

(b) Either party shall have the right to terminate this Agreement upon thirty (30) days advance written notice to the other, provided, however, that termination by the Owner within the first six (6) months of this Agreement shall result in an early termination fee payable to the Agent in the amount of \$_____.

(c) In the event of a termination of this Agreement as provided in paragraph (b) above, the Owner will assume any and all contracts in existence at the termination of this Agreement which were executed by the Agent on behalf of the Owner, provided said contracts are within the scope of this Agreement or were approved by the Owner.

4. *Duties and Responsibilities of Agent.* At all times during the term of this Agreement, the Agent shall:

(a) use its commercially reasonable efforts to manage the Premises, as an independent contractor, in the best interests of the Owner;

(b) collect all rental and other income derived from the Premises and deposit such funds into the Client Trust Account described in Section _____. The Agent shall then, within ____ days following the end of each month, pay, deposit or distribute the funds in the following order of priority:

- (i) pay to the Agent all costs incurred by it in the leasing, operating, maintaining and managing of the Premises from the Client Trust Account, excluding all management fees due to the Agent;
 - (ii) pay to the Agent all management fees due hereunder;
 - (iii) distribute to the Owner all funds in excess of \$_____ in the Client Trust Account.
- (c) arrange for and enter into contracts on the Owner's behalf and as agent for the Owner, for such services as the Agent deems advisable, said services to be paid for out the Client Trust Account; provided, however, that in the event the contract (other than normal utilities and insurance) is for a duration of more than twelve (12) months, the Agent shall first obtain the approval of the Owner. The Owner agrees to assume the obligation of any such contract at the termination of this Agreement;
- (d) purchase supplies and pay all bills with respect to the Premises, including without limitation, utilities, garbage collection, mortgage loan payments, ground lease rent, condominium or homeowner fees, management fees, property taxes, special assessments and levies, and State and Federal revenue taxes (if applicable). The Agent shall not be liable for late fees assessed unless due to the Agent's negligence. The Agent agrees to secure the prior written approval of the Owner on all expenditures in excess of \$_____ for any one item except for:
- (i) monthly or recurring operating charges,
 - (ii) emergency repairs if, in the opinion of the Agent, such repairs are necessary to prevent damage and to protect the Premises, the occupants, the Owner and/or the Agent,
 - (iii) charges which must be paid to avoid suspension of services or the assessment of penalties or fines,
 - (iv) turn-over maintenance expenses to prepare the Premises for move-in of tenants;

THIS IS A 9-PAGE DOCUMENT.