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PROPERTY MANAGEMENT AGREEMENT AND CONTRACT FOR SERVICES

This Property Management Agreement and Contract for Services ("Agreement") is between

(an individual or individuals) and/or -

(corporate name), the combined individual and corporate names(hereinafter referred to as "OWNER"), and Arrow Property Management LLC, (herein referred to as "AGENT").

Owner hereby employs and grants Agent the exclusive right to lease, operate and/or manage the Property described below (collectively referred to hereafter as the "PROPERTY") for the period commencing and terminating on December 31, . However, this agreement will automatically renew for additional 12-month periods with all applicable changes including fees if AGENT does not receive a Notice from OWNER at least 30 days prior to the expiration date stating OWNER'S intent not to renew this contract. This contract will automatically renew for a maximum of 10 one-year periods. This contract can be canceled at anytime with a 30 DAY WRITTEN NOTICE.

PROPERTY Address: City: Zip

A. AGENT accepts employment hereunder and agrees:

- 1. To use diligence in the management of the PROPERTY for the Terms and upon the terms and conditions provided, and agrees to furnish the services of AGENT for renting, leasing and managing of the herein described PROPERTY.
2. To investigate carefully all references of prospective tenants.
3. To deposit all monies collected for the OWNER including rents, all security, pet, cleaning or damage deposits in AGENT'S Trust Account. Rent and other monies which are not designated as deposits will be dispersed to OWNER on a monthly basis on or about the 10th of the month. The deposits will be disbursed in accordance with A.R.S. §§ 33-1321 following inspection by AGENT'S representative. It is understood and agreed that OWNER'S funds may be held in AGENT'S trust savings account. The interest therefore will be the property of the AGENT and will be used by AGENT as additional compensation to offset banking fees. AGENT will not be responsible to account for such interest to OWNER.
4. Late fees: as collected by AGENT to be split 50/50 between OWNER and AGENT.
5. To grant access to the OWNER for statement reports via an online portal or similar means.
6. AGENT will transmit to OWNER any Excess funds over \$ in the OWNER'S account, or in the event the disbursements shall be in excess of the monies collected by the AGENT, OWNER hereby agrees to pay such excess immediately upon demand by AGENT.
7. Upon termination of this Contract, OWNER shall assume all contractual obligations and payment of all outstanding amounts due pertaining to the PROPERTY or arising in this Contract. AGENT may withhold funds as permitted by law to pay amounts due, expenses previously incurred but not yet invoiced, and to close accounts. AGENT shall deliver to OWNER, within 30 days after termination of this Contract the balance of any monies due OWNER, held by AGENT, as well as a final accounting reflecting the balance of income and expenses as required by law.

B. The OWNER hereby agrees to give to the AGENT the following authority and powers and agrees to assume any expense in connection therewith:

1. To advertise the availability for rental of the **PROPERTY** or any part thereof, to display a **FOR RENT** sign thereon, and to place a key in a lockbox thereon. **OWNER** understands that due to market conditions a FOR RENT sign will only be placed on the property with written approval from the **OWNER**.
2. To sign, renew and/or cancel leases for the **PROPERTY** or any part thereof,
3. To terminate tenancies and to sign and serve in the name of the **OWNER** such notices as are appropriate, to act as **STATUTORY AGENT** for the **OWNER** for services 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 tenancies.
4. To make or cause to be made and supervise all repairs and alterations, replacements and improvements on said **PROPERTY**: to purchase supplies and pay all bills therefore, all such that the **PROPERTY** shall be cause to be and remain in good, sound, clean condition.
5. The **AGENT** agrees to notify the **OWNER** on all expenditures in excess of \$ 200.00 for any one item, except monthly or reoccurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the **AGENT** such repairs are necessary to protect the **PROPERTY** from damages or to maintain services to the tenants as required in their leases or by local, state or federal laws. **ARROW PROPERTY MANAGEMENT LLC** has a **PERFERRED VENDOR LIST** in order to give certain special services at a discount to the **OWNER**.
6. To hire/discharge and supervise all labor and employees required for the operation and maintenance of the **PROPERTY**: It being agreed that all employees of **OWNER** and not **AGENT**, and that the **OWNER** not the **AGENT** is responsible for all obligations relative to the Fair Labor Standards Act, and that **AGENT** may perform any of its duties through **OWNERS ATTORNEY'S**, agents **OR EMPLOYEES** and **AGENT** shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention.
7. To make contracts for electricity, gas fuel, water, telephone, window cleaning, waste or rubbish hauling, appliances or equipment, exterminating services and other services, security and other services as **AGENT** deems necessary in order for the property to remain in good, sound, clean condition and properly operating. The **OWNER** is to assume the obligation of any contract so entered into per this Agreement. It is also understood that **OWNER** agrees to have water and power turned on in **OWNER'S** name when the home is **VACANT** and that at no time will any utility be in **AGENT'S** name.
8. To complete and file with the County Assessor and other government offices such as forms and notifications as may be required by law on **OWNER'S** behalf. All applicable sales tax reporting will be the responsibility of the **AGENT** if the **PROPERTY** is subject to sales taxes for that city.

C. INSURANCE AND HOLD HARMLESS:

1. **OWNER** shall furnish **AGENT** with a certificate of insurance evidencing at least \$300,000 liability and \$100,000 Medical Payments insurance is in force. This policy shall name **AGENT** as Additional Named Insured and shall provide that the **AGENT** will receive 30-days written notice prior to cancellation. In the event **AGENT** receives notice that said coverage is cancelled, **AGENT** may contract for a new insurance policy on behalf of **OWNER**.
2. Owner shall indemnify and hold **AGENT** harmless from any and all cost, expenses, attorney's fees, suits, liabilities, or damages from or connected with any property managed by the **AGENT** in the performance of the duties, obligations, powers or authorities herein or hereafter granted to **AGENT**. **AGENT shall not be held liable for any error of judgment and/or mistake of fact or law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence (defined as reckless, willful or wanton misconduct).**

D. The OWNER further agrees:

1. All notices or instruction from the **OWNER** are required to be given to **AGENT** shall be in writing and mailed to the appropriate party at the address above. No oral agreements or modifications to

this agreement will be considered valid unless submitted in a separate addendum or agreement accepted and signed by **AGENT**.

2. Rights, terms, and services aforementioned in this agreement are subject to change with written 30-days notice from **AGENT**.
3. The agreement shall be binding upon the successors and assigns of **AGENT** and the heirs, administrators, executors, successors and assigns of the **OWNER**.
4. Severability: If any provision or term of this **Agreement** shall be determined by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, the remainder of this **Agreement** or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent of law.
5. During and up to 12 months after expiration of this contract, **OWNER** shall pay to **AGENT** a commission equal to 3% of the sales price if a sale of the **PROPERTY** or any part thereof, is made to any person to whom **AGENT** has shown the **PROPERTY** or had negotiated with concerning the **PROPERTY** during the terms of this Contract.
6. **OWNER** understands that **AGENT** may earn additional compensation by charging tenant fees where appropriate and as permitted by law including but not limited to application fees, administrative fees, notice fees, and any other fee deemed prudent by **AGENT**.

E. FOR THESE SERVICES THE OWNER AGREES TO PAY THE AGENT:

1. Advertising fee of \$100 per property per vacancy. Additional fee of _____ to be charged for MLS listing (paid as commission to cooperating Broker) as agreed to by **OWNER**.
2. For Leasing: \$_____ Flat fee (12 month lease) each time a qualified tenant is approved for the vacant **PROPERTY**.
3. For Managing: _____%(percent) of the gross rent collected monthly
4. Lease renewal fee: \$100
5. County Rental Property registration fee \$10 (paid directly to County)
6. **CANCELLATION FEE: NONE**
7. **ACCELERATION FEE: NONE**
8. **ACCOUNT SET-UP FEE: NONE**
9. **ANNUAL FEE: NONE**

By signing below OWNER acknowledges that OWNER has read in its entirety and fully agrees to the Property Management Agreement and that a copy of this Agreement has been retained for OWNER'S records.

This agreement entered into this _____ day of _____, 20____.

Company Name: _____ EIN: _____ by:

Owner Name: _____ Owner Name: _____

Owner SSN: _____ Owner SSN: _____

Owner Signature

Owner Signature

Primary Contact Name: _____ E-Mail: _____

Contact Address: _____ City: _____ State _____ Zip _____

Contact Phone #: _____ Secondary Phone #: _____

Designated Broker - Arrow Property Management LLC

Date