

**PROPERTY MANAGEMENT AGREEMENT**

**Pioneer Enterprises LLC**

**FAX: 410-891-5360**

Owner's Legal Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

SSN/ID#: \_\_\_\_\_

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between  
\_\_\_\_\_ (Owner) and Pioneer Enterprises LLC. (Manager).

Owner employs the services of Manager to manage, operate, control, rent and lease the following  
described property:

Address of Property(s) to be Managed: \_\_\_\_\_

\_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Responsibilities of Manager.** Owner hereby appoints Manager as his lawful agent and attorney-in-fact with full authority to do any and all lawful things necessary for the fulfillment of this Agreement, including the following:

**A. Collection and Disbursement.** Manager agrees to collect all rents as they become due; to render to Owner a monthly accounting of rents received and expenses paid; and to remit to Owner all income, less any sums paid out. Manager agrees to collect the rents from the tenant and to disburse funds by ordinary mail or as instructed by the Owner on or before \_\_\_\_\_ the current month and subsequent months, provided, however, that the rent has been received from the tenant.

**B. Maintenance and Labor.** Manager agrees to oversee and coordinate such tasks as decorating, maintaining, and repairing the property and hiring and supervising all employees and other needed labor.

**C. Advertisement and Legal Proceedings.** Manager agrees to assist in advertising for tenants, screening tenants, and selecting tenants pending a criminal background check and confirmation of income. Manager will set rents that, in the opinion of the Manager at the time of the rent negotiations with the tenant, reflect the market conditions of that time and approximate rents of comparable rental properties, unless expressly instructed in writing by the Owner to the Manager to the contrary, as to the amount of the initial rent and any subsequent increases as may from time to time be appropriate. Manager agrees to coordinate the renting and leasing of the property; to sign, renew and to cancel rental agreements and leases for the property or any part thereof; to sue and recover for rent and for loss or damage to any part of the property and/or furnishings thereof; and, when expedient, to compromise, settle and release any such legal proceedings or lawsuits.

**D. Liability and Indemnification of Manager.** Owner hereby agrees to hold Manager harmless from, to indemnify, and to defend Manager from and against any and all claims, charges, debts, demands and lawsuits, causes of action, or any other proceedings instituted. Owner agrees to pay Manager's attorney's fees related to Manager's management of the herein described property and any liability for injury on or about the property which may be suffered by any employee, tenant or guest upon the property. Owner agrees to maintain sufficient and prudent all risks property insurance and that the Manager shall be an additionally name insured. Owner shall provide a copy of such insurance policy to the Manger for the Manager's records.

**E. Compensation of Manager.** Owner agrees to compensate Manager as follows: Owner agrees to pay the Manager an amount equal to the first full month's rent as a fee for acquiring, screening, and renting the premises. Owner

further agrees to pay to Manager 10% or minimum of \$100 per rental property, of all rents in contract with Manager, as a fee for managing the property. These fees, plus any costs for repair, improvements, alterations, decorations, purchasing and paying bills for services and supplies to the Property, shall be reimbursed to Manager by Owner within 14 days of notification. For Vacant Properties, any trip made by or on behalf of the Management Company is a billable expense of \$50.00 per trip. Management shall obtain prior approval of Owner on all expenditures over \$200.00 for any one item. Prior approval shall not be required for monthly or recurring operating charges, or if in Management's opinion emergency expenditures over the maximum are needed to protect the Property, or other property(s) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties, fines, or suspension of services to tenants called for in a lease or rental agreement or by law. In the event that any particular unit changes tenants before that unit's lease agreement is set to terminate, whether by eviction, breach of contract, or abandonment, Manager will waive the following tenant placement fee to be paid by Owner for that particular unit.

**F. Property Allowances to Tenants(s).** At time of agreement, Owner will be required to designate allowances for pet access and tobacco use to the rented property, the details to be specified in separate written agreement. If no such agreement is formed than it is assumed that pets will not be permitted and tobacco use will be permitted.

**G. Term of Agreement.** This Agreement shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and shall expire on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon expiration of the above initial term, this Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing by either party by providing written notice \_\_\_\_\_ days prior to the date for such renewal. This Agreement may also be terminated at any time by Owner or Manger upon written notification to the other party. Upon non-mutual termination by Owner, Owner shall pay to Manager one half the current month's rent, any fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager. Owner may not, without prior written approval of Manager or termination of contract, contact tenants directly.

**H. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Manager and the heirs, administrators, successors, and assigns of the Owner. Notwithstanding the preceding sentence, Manger shall not assign its interest under this Agreement except in connections with the sale of

all of substantially all of the assets of its business. In the event of such sale, Manager shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

**I. Manager's contract is limited to advertising,** Leasing, limited repairs as and when needed, rent collections, Filing rent court process on delinquent tenants, follow up with Warrant of restitution, postings, though there will be cost associated with collection process. Accounts payable to Landlords with statement emailed or mailed. Tenant Initial Walkthroughs are conducted in most cases but not guaranteed. Any issues arising beyond mentioned jobs are separately billable, as agreed mutually. All repair cost and materials /permits are responsibility of Landlord. Manager handles physical eviction when needed and is billable and cannot be determined in the contract. Pioneer Enterprises assumes no responsibility arising out of tenants actions occupying the property or any third party not limited to any Government agency. Any Building/Housing Code/Environmental Citations matters will be billed on incidental basis if arises.

Pioneer Enterprises charges one month rent as leasing fees in the event we secure the lease and 10% Management fees or minimum \$100.00 as per contract.

This document represents the entire Agreement between the parties hereto. IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

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Owner

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Manager