



NORTH ATLANTA REALTY, INC.
PROPERTY MANAGEMENT AGREEMENT

Rev. 04.22.13

AtlantaHomesForRent.com

IN CONSIDERATION of the covenants herein contained, _____, (hereinafter called "LANDLORD") and NORTH ATLANTA REALTY, INC. (hereinafter called "AGENT"), agree as follows:

1. TERM. The LANDLORD hereby employs the AGENT exclusively to rent and manage the property (hereinafter called "the Property") known as: _____,

_____ County, upon the terms and conditions hereinafter set forth, for a term of ONE YEAR beginning on the day of _____, 20____ and thereafter for yearly periods from time to time, unless on or before ninety (90) days prior to the expiration of any such renewal period, either party hereto shall notify the other in writing that it elects to terminate this Agreement, in which case this Agreement shall be thereby terminated on said last mentioned date. In addition, at any time the property under management becomes vacant either Landlord or Agent may terminate this contract with a 10 day written notice to the other party.

2. EXCLUSIVE AGENT. Agent shall have the exclusive right to lease and manage the property for a minimum of one year from the date of tenant occupancy, and once property is under a lease this agreement is automatically extended until terminated by either party as stipulated in **paragraph 1**. If the property is not under a lease 90 days from the date of this Agreement, Landlord or Agent may terminate this agreement with a seven (7) day written notice unless Agent is actively processing an application, in which case Landlord may not terminate if the Tenant prospect is qualified under Agent's standard underwriting criteria. Should Landlord otherwise terminate this Agreement prior to the end of the initial 90 day term, Landlord agrees to pay \$200 to Broker to offset Broker's costs and time in marketing the property. Should Landlord refuse any qualified Tenant prospect and subsequently terminate this agreement Landlord shall first pay Agent the procurement (lease) fee as set forth in paragraph 16(g), below.

3. AUTHORITY TO EXECUTE LEASE. Landlord hereby constitutes and appoints NORTH ATLANTA REALTY, INC. as his or her true and lawful attorney-in-fact for him or her and in his or her name, place and stead to negotiate, make, execute, sign, seal, acknowledge and deliver in his or her name a lease of the Property hereinabove described which leases shall contain such provisions as the attorney-in-fact shall deem proper and to do those acts permitted by **paragraph 14** below. The lease is between Agent and Resident; Landlord understands and acknowledges that he/she has no authority over the lease with the Resident.

4. NON-DISCRIMINATION. Landlord understands that in leasing the Property, both Agent and Landlord must fully comply with all laws and regulations that prohibit discrimination on the basis of race, color, religion, sex, national origin, handicap or family status.

5. MANAGEMENT. Upon leasing the Property, Agent shall also manage it for Landlord and, in that regard, Agent shall collect all rentals due under the lease, and shall deposit all such income into a special account maintained by Agent called "North Atlanta Realty, Inc. Income Trust Account". This rent trust account will be held by a federally insured bank; however, Agent will not be held liable in event of bankruptcy or failure of a depository. Landlord understands that proceeds from the property may be commingled in such account with proceeds from other properties managed by Broker. Within thirty (30) days of said deposit Agent will make a remittance to Landlord after deducting the appropriate sums along with a report to the Landlord as to income and expenses related to his Property since the last report. Agent may withdraw from such bank account disbursements required to be made on behalf of the Landlord under the Agreement, including, but not limited to, disbursement for utility charges, agent's compensation, and other expenses as set forth in this Agreement. Landlord shall have the right throughout the term of this Agreement to inspect invoices and other data supporting receipts, collections and disbursement made by Agent. Agent shall at all times retain such invoices and outstanding supporting documents for Landlord's use for three (3) years. All application fees, late fees, collection and administration fees, bad check charges, forfeited reservation fees and interest on escrow accounts shall be the property of Agent.

6. SECURITY DEPOSIT: Agent agrees to collect from the tenant a Security Deposit to ensure the tenant's fulfillment of the conditions of the rental agreement. Agent shall deposit and maintain such security deposit in his escrow account established for that purpose. Agent is authorized to execute the move-in and move-out inspection reports on Landlord's behalf, and to apply the Security Deposit, upon termination of the lease, as provided in the rental agreement. Landlord understands and acknowledges that Security Deposit will be maintained in a federally insured bank in an interest bearing account, with such interest to be paid to Agent to offset the costs of maintaining such account. Should Landlord have multiple properties with Agent and one property account has a negative balance, Agent is authorized to transfer monies from one account to another to cover said negative balance.

7. Distribution of Landlord's Draw. Monthly payment of any rent proceeds due Landlord shall be made by direct deposit to the Landlord's checking or savings account via Automated Clearing House (ACH) arrangement through Management's bank. Landlord agrees to execute Direct Deposit Authorization, exhibit "A", attached. Landlord shall be responsible for updating Management should Landlord's account information change.

8. Monthly statements to Landlords shall be by email unless otherwise requested by Landlord. Mailing of paper statements shall incur a \$5.00 per statement handling fee. Replacement documents, whether paper or electronic, shall incur a \$5.00 per document handling fee.

Email correspondence shall be sent to: (please print legibly) _____

9. REPAIRS AND MAINTENANCE.

(a) Landlord acknowledges that under Georgia law he is responsible for maintenance and repairs of the Property pursuant to O.C.G.A. Sections 44-7-13 and 44-7-2. Agent is authorized to make such repairs to the Property as Agent reasonably believes to be necessary to protect the Property from damage or to maintain services to a tenant for which services a lease provides.

(b) Agent is hereby authorized by Landlord at the Landlord's expense to maintain said Property and keep the Property in suitable rental condition, purchase necessary supplies and replacement materials and fixtures that are necessary to maintain the utilities and the services to the Property including but not limited to electricity, gas, maintenance, refuse disposal, termite extermination and pest control, and other services which Agent shall consider advisable and necessary to properly maintain the Property and/or to comply with any applicable laws; to make ordinary repairs to the Property provided that expenditures for any one item or repair or alteration shall not exceed the sum of \$300.00 without the prior approval of Landlord, unless made under circumstances which Agent deems to constitute an emergency. Agent is expressly authorized by Landlord to employ, discharge, and supervise any and all contractors considered by Agent as necessary or desirable for the efficient maintenance or repairs of the Property. If an estimate for a required repair exceeds \$300.00 then Landlord agrees to pay Agent the amount of the estimate in advance of the repair. Landlord shall promptly reimburse Agent for the cost of all repairs which Agent pays for or for which Agent becomes obligated, but Landlord understands that Agent is under no duty to make expenditures in excess of the amount in the operating account or Landlord reserve account.

Due to the volume of business and Brokers business relationships with vendors, certain benefits in the form of rebates, gratuities and discounts are sometimes made available to Broker and its employees. Broker does not mark up invoices and charges to Owner and therefore, Broker retains all available discounts, gratuities and rebates. Broker shall always award vendor contracts and otherwise deal with vendors based upon price, availability, workmanship and industry reputation.

Landlord understands and agrees that bills for work assigned by Management to vendor of Management's choice shall be paid promptly by Management. Should the cost of any repair exceed the amount then in the Landlord reserve account Landlord shall provide funds sufficient to pay for the repair within 72 hours after being notified of the shortfall amount. If Landlord fails to provide sufficient funds Management may, at its option, place corporate funds into the Landlord's reserve account in an amount up to the cost of the repair plus the amount needed to bring the Landlord's reserve to \$500. This shall be considered a loan to Landlord and shall incur a service charge equal to 5% of the total amount with a \$35 minimum charge. Interest on the loan will accrue at a rate of 1.5% of the balance per month until paid.

(c) Vacancy Advances. During Vacancies, Landlord agrees to advance to Agent monies projected to be spent on said property for repairs and replacements, yard and pool care, utilities if put in Agent's name, and other anticipated expenses during the vacancy. Said Landlord Operating Advances shall be deposited by Agent into the "Rent Trust Account" managed by Agent and shall be accounted for monthly on the Landlord's operating statement.



10. HAZARDOUS CONDITIONS: Owner knows of no hazards on or around the property that could bring harm to residents, such as open holes or pits, exposed electrical, hazardous waste, dead trees, structural defects, dangerous dogs, broken glass, etc. **EXCEPTIONS:** _____

11. LANDLORD RESERVE ACCOUNT. The Landlord agrees to pay a refundable deposit of \$500.00 from Landlord's rent income account, beginning with a \$100 deposit from the first month's rent and the balance from the third full month's rent. This deposit shall be commingled with other Landlord's funds and shall be used for but not limited to providing a "cushion" against NSF checks, negative account balances or other shortages caused or created by management of the property. Funds in said account shall be refunded to Landlord within 10 days of the termination of this agreement provided all sums due under this Agreement have been paid.

12. PROMOTIONAL. Agent may, at the Agent's expense, advertise the property in whatsoever manner and media the Agent may deem appropriate. Agent shall provide no accounting to Landlord for said advertising as Agent intends to use many sources and methods to promote said property, some of which will be generic in nature. Landlord agrees to reimburse Broker for any advertising expenses that are specifically directed or required by Landlord. Landlord shall pay for any custom signage including, but not limited to yard signs, directionals, and sign riders.

13. LEASE TERMINATION. Agent is authorized to terminate leases on Landlord's behalf due to defaults by tenants and, if Agent deems it proper, to reinstate such leases.

14. LEGAL PROCEEDINGS.

(a) Agent is authorized to institute and prosecute legal actions and proceedings in Landlord's name and behalf, to terminate leases for cause, to remove tenants from Property, and for such purposes Agent may employ attorneys and incur court costs and litigation costs at Landlord's expense.

(b) Agent is also authorized to settle or compromise any such legal actions or proceedings if Agent deems it proper to do so. Agent may collect from tenants all or any of the following: a late rent administrative charge, a non-negotiable check charge, application fee, and/or broker's commission and need not account for such charges and/or commission to the Landlord.

(c) Upon request of Landlord, Agent shall turn delinquent account over to collection agency at no additional costs to Landlord, except outside collection agency's customary fees (typically 40-50%). If Landlord does not request the use of a collection agency and Agent negotiates a settlement agreeable to Landlord, Agent shall retain 25% of all monies collected. Agent may also report poor credit rating to a National Credit Reporting Agency on any prior tenant leaving owing a balance of more than \$100 at no additional expense to Landlord.

(d) Landlord acknowledges that all written communication with the tenant regarding lease violations shall be mailed certified and agrees to **reimburse Management** for any such mailings as they occur.

15. Court Appearance. If Agent is required to attend court on Landlord's behalf, Landlord shall **reimburse Management \$80** for time spent preparing for, traveling to and from, and appearing in court, per appearance.

16. COMPENSATION. Landlord agrees to compensate Agent for its services under the Agreement as follows:

(a) Landlord shall pay North Atlanta Realty, Inc. a **non-refundable account set-up fee of \$100** at the signing of this agreement.

(b) Upon execution of lease on the Property, Landlord will pay Agent a **Procurement (Lease) Fee** equal to one full month's rent, billed equally over the first two months after the tenant moves in.

(c) If the tenant renews or extends his or her lease, Landlord will pay Agent a **renewal fee of \$500**.

(d) Landlord agrees to pay a **monthly management fee** beginning the month the property is first occupied and ending when this Agreement is terminated, the amount to be the larger of **\$75 or 8%** of the monthly rental amount. The monthly management fee shall be collected from any Landlord's funds in the agent's possession on a monthly basis each month this agreement is in effect.

(e) Requested services not covered by this management agreement, such as shopping for appliances, meeting appraisers, utility company technicians, or vendors or suppliers chosen by Landlord, etc., may be subject to an **additional minimum hourly charge** of \$65 per hour.

(f) If Landlord sells the property to any tenant or prospect first located or contacted by Agent pursuant to this agreement, Landlord shall pay the Agent a **commission of four percent (4%)** of the gross sales price of the property. This obligation shall survive the expiration or termination of this Agreement.

(g) Landlord acknowledges that Management has established objective underwriting criteria used to determine an applicant's suitability, and that that criteria is used by Management's screening service to report whether an applicant is "Approved", "Approved With Conditions", or "Denied"; therefore, Landlord agrees to the following:

(h) If, upon submission of a prospect's information to Management's screening service, the provider of which may change without notice, the report shows the applicant "Approved", or "Approved with Conditions", and the applicant agrees to satisfy those conditions (including, but not limited to, proof of sufficient additional income, additional security deposit, or prepaid rent, etc.), Landlord agrees to pay Management the **Lease Fee** stipulated in paragraph 16(b), above within 5 days, should Landlord refuse to lease the property to the applicant for any reason. Landlord shall also **reimburse management for applicant's application fee**, and management shall return the application fee to applicant. Landlord shall have the right to view the credit report to confirm the applicant's status.

17. CONDITION OF PROPERTY. Landlord certifies that all heating, cooling, plumbing, electrical systems and appliances are in working condition. Landlord certifies that the roof does not leak and that water does not enter living, basement, or garage areas from rain or other subterranean sources. Landlord certifies that the house is in good and habitable condition now and Landlord shall at all times, while this Agreement is in effect, be responsible for maintaining the Property in a good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Landlord shall ensure that the house is clean and the grounds are in good condition at the time Agent obtains a tenant for Landlord.

_____ Landlord shall mark all cut-off valves to exterior hose bibs and the main water cut-off. Management shall not be
Initials responsible for frozen pipes.

_____ **18. LOCKS AND KEYS.** Upon the execution of this Agreement Landlord shall provide Agent with a minimum of one
Initials key for each unique lock for the Property. Landlord acknowledges that Agent shall, for purposes of safety and security, re-key or replace all locks on property prior to any tenant taking possession. Agent shall charge incoming Tenants a re-key fee and Landlord agrees to reimburse Agent for balance.

_____ **19. UTILITIES.** Landlord shall at all times the property is not occupied by a tenant maintain utilities appropriate to the
Initials season in the Landlord's name. Landlord may choose to have bills sent to Management's address in the Landlord's name to be paid by Management from funds currently in the Landlord reserve; however, Management shall not be held responsible for bills that remain unpaid due to insufficient funds in the Landlord reserve account.

20. INSURANCE. Landlord understands that it is his or her responsibility to maintain a Landlord Insurance policy on the property with a minimum of \$300K liability coverage, and Landlord shall provide Agent with proof of such insurance coverage within five (5) days from the date of this Agreement. Upon obtaining an executed lease, North Atlanta Realty, Inc., must be added to the policy as 'Additional Insured'.

21. NOTICES. All notices or other communications required to be given under this Agreement, or otherwise necessary to be given, shall be deemed to have been properly given to Landlord at the address shown below its signature, and to Agent at **1475 Buford Dr., Suite 403-222, Lawrenceville, GA 30043**. Either party may change the address for receiving such notices by giving the other party ten (10) days prior written notice of any such change. All notices shall be in writing and sent by certified mail, return receipt requested. Mailed notice shall be effective three (3) days after the date of mailing.

22. TERMINOLOGY. Singular pronouns in the Agreement shall be deemed to include the plural.

23. INDEMNITY. Landlord hereby releases and discharges Agent from any liability for any loss or damage, from any cause whatsoever, to Landlord's real or personal property, except for loss or damage caused by the gross negligence, recklessness or willful misconduct of Agent or Agent's employees. Landlord hereby covenants and agrees to indemnify, defend and hold and save Agent harmless from and against all liabilities, damages, claims, actions, causes of action, costs and expenses (including reasonable attorneys' fees) arising, or alleged to have arisen, in connection with the performance of Agent's duties and responsibilities under the Agreement or failure to perform such duties and responsibilities, whether such duties and responsibilities be express or implied, and shall not hold Broker liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. Landlord shall obtain a General Liability policy with North Atlanta Realty, Inc. named as Additional Insured. Notwithstanding any other provisions to the contrary, Broker shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder, including commissions.

24. LOAN PAYMENTS. Property owner shall at all times keep any loans on subject property current. Failure to keep loans current will be grounds for termination of this agreement and owner shall be liable for management fees due through the end of the lease.

25. CONTACT WITH TENANT. Should Landlord contact tenant directly resulting in a violation the tenant's right to quiet enjoyment of the property or to circumvent Management's contractual relationship with Tenant, or to request or demand that rent payments should be made directly to Landlord, Management may immediately terminate this agreement and Landlord shall be liable for management fees that would be due under the terms of the lease and any renewals or extensions thereof.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no oral statements or representations shall be binding on either party. Any change in this Agreement shall be in writing signed by both parties.

27. INDEPENDENT CONTRACTOR. It is understood that, in operating and managing the Property, Agent is an independent contractor and is not acting as employee, partner, joint venturer, or lessee of Landlord and nothing herein shall be construed as reserving to Landlord the right to control Agent's business or operations or the manner in which the same shall be conducted.

28. GOVERNING LAW. This Agreement is intended as a contract for the leasing and management of real property and shall be interpreted in accordance with the laws of the State of Georgia. Any claim brought by Landlord against Management arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in Gwinnett County, Georgia, in accordance with the Commercial Arbitration rules of the American Arbitration Association, with the losing party responsible of the expenses of the prevailing party.

29. BINDING AGREEMENT. This agreement shall be binding upon and shall inure to the benefits of all parties, as well as their respective heirs, successors and assigns.

30. SPECIAL STIPULATIONS. The following special stipulations are a part of this Agreement and, if in conflict with any of the foregoing, they shall control:

Exhibits attached to and made a part of this agreement: (A). Authorization for Automatic Deposits (B) Property Disclosure

_____(SIG.) _____ SOC. SEC. #: _____
LANDLORD DATE

(PRINT NAME) _____ EMAIL ADDRESS(S): _____

_____(SIG.) _____ SOC. SEC. #: _____
LANDLORD DATE

(PRINT NAME) _____ EMAIL ADDRESS(S): _____

LANDLORD'S ADDRESS: _____

LANDLORD'S PHONES: (H) _____ (O) _____ (MOB) _____

I/We affirm we are U.S. citizens. (initials) _____ Otherwise: _____

_____(SIG.) _____
Phyllis P. Wansley, Broker (Lic. #: 11099) Date

North Atlanta Realty, Inc. (Lic. #: H-43405)
(OFFICE) 678-377-2567 (FAX) 770-783-8843

ACCOUNT SET-UP FEE CHECK RECEIVED: \$ _____ CK. # _____ (Office: attach photocopy)



EXHIBIT "A"
AUTHORIZATION FOR AUTOMATIC DEPOSITS
(ACH CREDITS)

I (we) hereby authorize North Atlanta Realty, Inc., hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my/our account indicated below at the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

BANK ("Depository") NAME: _____

ROUTING NUMBER: _____
(Use 9-digit routing number that appears on your check, *not the deposit slip*)

ACCOUNT NUMBER: _____

ACCOUNT TYPE: () Checking Account () Savings Account

This authorization is to remain in full force and effect until North Atlanta Realty, Inc. has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

NAME(S) (please print): _____

Signature

DATE: _____

**TO ENSURE ROUTING AND ACCOUNT NUMBER ACCURACY, PLEASE ATTACH A COPY OF A VOIDED CHECK.
DO NOT USE INFORMATION FROM THE DEPOSIT SLIP.**

WE SHALL NOT BE RESPONSIBLE FOR INCORRECT INFORMATION THAT IS PROVIDED BY CLIENT.

NORTH ATLANTA REALTY, INC. MARKETING

The 5 reasons a property doesn't rent: price, condition, location, availability, marketing

North Atlanta Realty, Inc.'s standard marketing includes (at no additional cost to you):

- **AtlantaHomesForRent.com, and NorthAtlRealty.com**, web sites + dozens of others
- Placement in the **First Multiple Listing Service (FMLS)** "for rent" section (and "for sale" section when appropriate)
- **Realtor.com** – website of the National Association of Realtors
- **Craigslist.com**
- Use of numerous **directional signs** with phone number clearly visible
- Professional **yard signs** (with a "for rent" rider unless banned by community covenants)
- **Information flyers** in distribution boxes curbside and faxed or emailed to numerous realtors and property management companies
- **Instant Twitter updates** to our "followers" at www.twitter.com/prohomerentals

An article by Reuters finds "*at least 90% of potential residents search multiple rental websites when looking to rent a home*". Our own website, AtlantaHomesForRent.com is one of the top rated by Google, and our listings are posted to over 100 other rental-related websites; however, many other options are available to market your vacant home. Below are sites we've used and recommend. We will place advertising as you direct and at your expense and we do not charge an administrative fee for creating, placing or maintaining these ads. The individual marketers may change their fee structure without notice. You must include a check, payable to North Atlanta Realty, Inc. for any "yes" selections made.

OPTIONAL ADVERTISING CHOICES (please checkmrk your choice)

Rentbits.com – using "push" technology to extend your property ads reach to a growing network of Marketing Partners, Rentbits.com is highly effective and cost-efficient at **\$29/Mo.** If it gets your house rented ONE DAY sooner, that MAKES you money because it's less than one day's lost rental income.

_____ **YES** _____ **NO**

Glide Tour (highly recommended) – A "video virtual walk-through" of your property with professional voice-over and background music that is available to the public through our web site as well as through the MLS. Once created, you own it and is available any time the property is again placed on the market. **Currently \$109, but subject to change.**

_____ **YES** _____ **NO**

NAR video tour – We create our own video tour, add a music track and upload it to Youtube.com and post on Facebook and tweet to our followers. Not as professional as Glide Tour but still effective for video marketing and enhanced Google indexing. Takes approx. 2 hours of our time. Cost is \$65

_____ **YES** _____ **NO**

Newspapers: Newspaper ads are very expensive compared to internet advertising and generate a much lower rate of return. Ads must include "North Atlanta Realty, Inc. 678-377-0786". It is even more important to know that the call was generated by a newspaper ad and this is a special phone number that notifies us when a call is being generated by this source.

I agree to be responsible for the cost of any additional advertising as indicated above. I realize that no advertising is guaranteed to produce a qualified tenant and that North Atlanta Realty, Inc. attempts, but does not guarantee, accurate tracking of leads which may result from any mode of marketing.

Landlord or authorized Agent

Date

**AUTHORIZATION TO LIST NORTH ATLANTA REALTY, Inc.
AS "ADDITIONAL INSURED"**

Date: _____

Policy Number: _____

Insurance Agent: _____

Insurance Company: _____

Address: _____

Dear Agent:

I have contracted with North Atlanta Realty, Inc. to lease and manage my property at

that is insured with your company. My Management Agreement contains an indemnity clause and requires that the company be listed in my landlord insurance policy as an ADDITIONAL INSURED for the purposes of liability.

Please add North Atlanta Realty, Inc. as ADDITIONAL INSURED to my policy on the above referenced property. It is my understanding that there is no additional cost for this endorsement; however, if there is a charge, please contact me at _____ before making any changes to my policy. If you are unable to do this, please inform me immediately.

Please mail a copy of the policy declarations to:

North Atlanta Realty, Inc.
1475 Buford Drive
Suite 403-222
Lawrenceville, GA 30043
ATTN: Phyllis Wansley, Broker

Thank you for your prompt assistance.

Cordially,

Policy Holder Signature

Date

Printed Name