

## CCH PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (Owner) and CCH Property Management (Manager). Owner employs the services of Manager to manage, operate, control, rent and lease the following described property:

\_\_\_\_\_.

**1) 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 10<sup>th</sup> day of the current month, provided, however, that the rent has been received from the tenant.

**B. Maintenance and Labor.** Manager agrees to maintain, and to repair the property and to hire and to supervise all contractors and other needed labor.

**C. Advertisement and Legal Proceedings.** Manager agrees to advertise for tenants, screen tenants and select tenants of suitable credit worthiness. Manager will set rents from a market analysis that is to be approved by the owner. Any negotiations of the rental amount are also to be approved by the owner. Manager agrees to rent and to lease 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. Utilities.** During any vacancies the Owner is responsible for the payment of all utilities. If the Manager is responsible for the payment of the utilities in behalf of the owner, the names on the utility accounts shall remain the owners and be sent to the Manager as follows:

**Owner's Name  
C/O CCH Property Management  
PO Box 321  
Nampa, ID 83653**

The Owner agrees to set up Landlord Service Agreements in the Owner's name but in care of the Manager using the Managers mailing address.

**2) Liability of Manager:** Owner hereby agrees to hold Manager harmless from, and to defend Manager against, any and all claims, charges, debts, demands and lawsuits. 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 named insured. Owner shall provide a copy of such insurance policy to the Manager for the Manager's records.

**3) 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 by mutual agreement of the parties at any time. Upon termination Owner shall pay to Manager any fees, commissions and expenses due Manager under terms of this Agreement, which are owing to Manager. In the event of the premises not renting within a 90-day period of entering into this agreement, or of a vacancy continuing for a period of longer than 90 days, Owner reserves the right to declare this agreement void.

**4) Maintenance and Repairs:** Management is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve and maintain the Premises in an attractive condition and in good state of repair for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations, or insurance requirements. Management is also authorized to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, and other items necessary for the management, maintenance, or operation of the Premises. Such maintenance and decorating expenses will be paid by the Owner. Management shall not be liable to Owner for any act, omission, or breach of duty of such independent contractors or suppliers.

- A. At the Management's discretion, a 10% contracting fee of gross invoices for all labor and material arranged for and contracted by Management for remodeling, or repair of the Premises may be charged.
- B. Management will contract for an annual Preventative Maintenance on the Heating and Cooling equipment at the expense of the Owner.
- C. Yard Care: The Owner must indicate who is performing yard care services. Excluding billing the Owner shall be responsible for the hiring of the yard care services. Management reserves the right to contact the yard care company should any problems arise.

**5) Compensation of Manager:**

- A. Management's fee shall be \_\_\_\_\_% of the total monthly gross receipts from the Premises.
- B. If the owner gifts a Tenant a free month rent, the Management fee will be 5% of the contracted monthly rental amount.
- C. Management shall charge a onetime set up fee of \_\_\_\_\_ per property.
- D. Management will prepare 1099 forms for each Premises managed for Owner.
- E. Owner agrees to reimburse Management each month during the term hereof for expenses directly attributable to Owner's property. These expenses include, but are not limited to advertising and legal fees.
- F. Any time of Management or Management's employee(s) expended in preparation for and / or attendance to court on Owner's behalf will be billed at the rate of \$75 for each eviction or \$50 per hour for other litigation. Management and Owner agree such charges will be paid by the Owner but charged to the Tenant.
- G. Normal property management services do not include showing property to real estate agents, inspectors, appraisers, or prospective buyers while property is for sale. Should Owner request Management to perform services not included in normal property management, a fee based at \$25 per hour may be assessed at the Management's discretion.

**6) 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, Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Manger shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee. 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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CCH Property Management