



## **AUTHORIZATION TO MANAGE PROPERTY**

Owner desires to engage the services of Agent and appoints and authorizes Avenue One, LLC, as Agent from the date hereof, to manage, operate, rent and lease the property and its designated units

In consideration of the mutual covenants contained herein, the parties agree:

### **1. CONTRACT PERIOD**

**TERM OF AGREEMENT.** This Agreement shall be for a term commencing on the date that the lease begins with the tenant and shall be a month to month contract. This Agreement is cancelable by either party in writing, which notice may be given at any time during a month, provided that the cancellation shall be effective at the end of the calendar month during which the notice is given. This Agreement shall be binding upon the Owner and Agent and their successors and assignees, subject, however, to the privileges of termination above stated.

### **2. AGENT PERFORMANCE**

2.1 Agent shall accept the management of said property upon the terms herein provided and agrees to furnish the service of its organization for the renting, operating, and managing of said property.

2.2 Agent shall handle all tenant requests and negotiations in that regard that may arise from time to time and shall make every reasonable effort to enforce the terms and conditions of the Rental and or Lease Agreements.

2.3 Agent shall render monthly statements of receipted income and expenses and remit to owner receipts less disbursement.

2.4 Agent shall hold tenants' security deposits in trust and disburse per RCW 59.18. Interest earned from the security deposit is retained by agent.

### **3. LEASING OF PROPERTY**

3.1 Refer to separate Authorization to Lease Property contract.

### **4. MAINTENANCE, REPAIRS, AND OPERATIONS**

4.1 Agent shall use its best efforts to ensure that the property is maintained in an attractive condition and in a good state of repair. In this regard, agent shall use its best skills and efforts to serve the tenants of the property.

4.2 Agent shall make or cause to be made and supervise necessary repairs and maintenance. Expenditures for such in excess of \$500 shall not be made without prior written consent of owner, except in the case of emergency, or if agent in good faith determines that such expenditures are necessary to protect the property from damage, to prevent injury to persons or loss of life, or to maintain services to tenants.

4.3 In addition to the foregoing, agent shall perform all services that are necessary and proper for the operation and management of the property, and shall report to owner promptly any conditions concerning the property that, in the opinion of agent, require the attention of owner.

4.4 Agent shall have authority to hire, supervise and terminate on behalf of Owner all independent contractors. In the event monthly gross revenues are insufficient to pay such monies due, Owner shall promptly remit to Agent all sums necessary to make such payments.

4.5 Agent shall not be responsible or liable for any loss, damage, or injury to said property, or any articles of the property located therein due to any cause whatsoever, including but not limited to any loss, damage, or injury due to: acts of God; the elements; the freezing or bursting of pipes; defective heating systems; or the negligence or carelessness of any employee, agent, or contractor. Agent shall not be liable or responsible for the performance or nonperformance of any persons hereof or any requirements imposed by any law or ordinance. The responsibility of Avenue One, LLC, shall be limited to collection and accounting of rents, and the undersigned agrees to hold agent harmless from all liability, expense, attorney fees, costs or judgments in connection herewith, and to reimburse agent therefore.

4.6 Agent recommends that owner carry bodily injury, property damage and personal injury public liability insurance in limits of not less than \$1,000,000 combined single limit coverage or \$500,000/\$500,000 bodily injury and personal injury and property damage insurance. Owner acknowledges that their insurance policy for said property is primary and is a "landlord policy". All insurance policies shall name Avenue One, LLC as an additional insured and shall contain a waiver of subrogation provision as to Agent.

4.7 Owner will indemnify, defend and hold Agent harmless from all claims, proceedings and liability, relating to the property and the management thereof, including, without limitation, claims relating to or arising out of: construction defects, environmental liability, mold or moisture related claims, claims of non-compliance of the property with any law, regulation, ordinance or code provision, claims of property tenants, invitees or vendors, or claims of employees of Owner hired by Agent pursuant to this Agreement. This indemnification includes, without limitation, such claims for personal injury or wrongful death and property damage, as well as reasonable attorney's fees and costs. However, this indemnity requirement will not apply to the extent a claim arises from the gross negligence or willful misconduct of Agent. **Agent's liability will, in any event, be limited to the amount of fees earned by Agent pursuant to this Agreement.** Defense of Agent will be through counsel retained by Owner or Owner's insurance carrier that is reasonably acceptable to Agent.

4.8 Owner agrees, as mandated by the Federal Fair Housing Act, and State and Local law, that Avenue One, LLC and its Agents shall not discriminate against any person or refuse to rent or impose different rent terms on a person because of race; color; sex; marital status; parental status; sexual orientation; political ideology; age; creed; religion; ancestry; national origin; possession or use of a Section 8 certificate; or the presence of a sensory, mental, or physical handicap.

4.9 Any and all late charges collected from tenant will be dispersed 50% to owner, and 50% retained by agent. NSF fees collected from any tenant will be the property of the Agent.

4.10 The Agent may retain one-half of all deposits or earnest money that are forfeited by applicants on bona fide offers to lease or rent. This is in a situation where a tenant agrees to rent a property and issues a holding deposit, and then later decides not to rent the property prior to signing the lease. This holding deposit is retained as liquidated damages.

## 5. OWNER'S RESPONSIBILITIES

5.1 In consideration of the property management services to be rendered by Agent under this Agreement, Owner agrees:

5.2 To promptly furnish Agent with all documents and records to properly manage the property, including, but not limited to Leases, Rental Agreements (including amendments and pertinent correspondence relating thereto), status of rental payments, loan payment information and copies of existing service contracts.

5.3 Copies of all insurance policies, which are from time to time carried by Owner during the term of this Agreement and the endorsement called for herein, shall be furnished to Agent.

5.4 To reimburse Agent within ten (10) days after notification by Agent to Owner, to the full extent of all monies advanced by Agent for Owner's account in carrying out the purpose of this Agreement; it being understood, however, that Agent is not obligated to make such advances.

5.5 To pay Agent for its property management services, 10% of the rent. This amount shall be paid to Agent monthly and shall be deducted from said gross monthly collections.

5.6 To pay Agent for its services in renting/leasing premises at an amount equal to one month's rent. This amount is to be paid to Agent within the month such funds are collected. See separate leasing contract.

**NOTICES**

6.1 Email addresses provided by each party will be used for any type of notices or correspondence.

**7 MISCELLANEOUS TERMS**

7.1 Governing Law and Dispute Resolution. This Agreement is governed by the laws of the State of Washington. Any dispute about the terms hereof or the implementation thereof shall be presented to and be decided according to the King County Rules of Mandatory Arbitration (MAR). The prevailing party in any action taken to resolve any matter involving the enforcement of the terms of this Agreement shall be entitled to an awarded of attorney fees and costs from the non-prevailing party or parties, with the amount to be determined by the Arbitrator.

7.2 Entire Agreement. This Agreement contains the entire agreement between the Owner and Agent with respect to the subject matter hereof, and shall not be modified or amended in any way except in writing signed by the parties hereto.

7.3 Severability. If any provision of this Agreement is deemed unlawful or unenforceable, such provision(s) shall be fully severable, and the remainder of this Agreement shall be in full force and effect with the automatic addition of a provision as similar in its terms to such illegal or unenforceable provision as may be possible to make such provision legal and enforceable.

7.4 Law of Agency. Owner may obtain a copy of the "Law of Agency" pamphlet by requesting one from agent, or by reviewing it online at [www.avenueoenresidential.com](http://www.avenueoenresidential.com). Agent is required by law to provide access to this pamphlet to you, and disclose to client that agent will be working on clients behalf, as clients selling agent, as termed in the pamphlet.

Acknowledgement of Terms. By signature below all applicants acknowledge their understanding of the terms as outlined above, and on addendum 1.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date