



Property Management Inc.

1215 Mt Read Blvd Rochester, NY 14606
Phone (585) 507-9700 Fax (585) 218-2848
ROCmanagement@rochester.rr.com

Property Management Services Agreement

This agreement, made this _____ day of _____, 20__ between **ROC Property Management, Inc.** (“Managing Agent”) and _____(owner(s))

Residing a _____

Owner(s) Telephone _____

Owner(s) Insurance Company _____ Policy # _____

Insurance phone number _____

This agreement is for management of real property located at:

1. **Management Fee:** Owner(s) agree to pay a non-refundable management fee of 10 % on collected rents on a monthly basis. Placement fee will be 75% of one month rent and will be good for six (6) months.
 - The owner agrees to pay a monthly fee of \$25 on every vacant unit. This fee shall not be assessed if the unit is immediately available for lease or the Owner has authorized and funded all repairs to make the property ready to lease.
 - The owner agrees to maintain a reserve of \$250 to be used for the benefit of vacant units.
2. **Payments:** Payments shall be withdrawn by the Managing Agent from the rental Owner(s) property management account or rents each month.
3. **Service:** Managing Agent agrees to provide the following services
 - Rental of all vacant units.
 - Collect and distribute rent payments by the 10th business day of the following month
 - Make payments necessary for repair/maintenance invoices
 - Secure estimates and approval required for repair or maintenance
 - Maintain the confidentiality of Owner(s) identity
 - Counsel tenants on lease terms, property amenities, proper use of appliances, etc.
 - Conduct pre-and post-lease inspections, complete report
 - Make property inspections - weekly when vacant, twice a year when occupied
 - Provide maintenance and repair of property as needed at owner’s expense. Owner(s) to approve all repairs costing over \$250.00 prior to performance, unless an emergency situation; approval to be in writing, in person, by mail, by fax, or by e-mail.
 - Provide owners with monthly reports on all income and expenses.
 - Provide owners with a yearly spreadsheet for tax purposes.
 - Field all tenant calls.

- Handle all paperwork for DSS and Section 8
- If owners would like ROC to handle water bills, garbage, RG&E, /taxes/insurance payments 2% will be added to the management fee.

4. Owner’s waiver of Managing Agent’s liability:

Managing Agent agrees to rent and manage the property to the best of its ability, but DOES NOT GUARANTEE that the property will be fully rented or that the rents will be fully collected at all times.

Managing Agents shall NOT be obligated to pay any bills, costs or expenses of the Owner(s) unless there are sufficient funds in the Owner(s) property management account to make such a payment.

Owner agrees to have heat/electric turned on in their name while repairs and showings are being done.

Managing Agent agrees to perform its services, maintenance and repairs in a workmanlike manner, however DOES NOT WARRANT or guaranty any of its repairs.

Managing Agent, when necessary and upon authorization by owner(s), will commence eviction proceedings to remove tenant(s). However, the Managing Agent DOES NOT GUARATEE the results of any eviction proceeding.

Owner(s) agree(s) to indemnify and to hold the Managing Agent harmless from any and all liability incurred as a result of vandalism, or its performance of any and all of its services, maintenance and/or repairs in connection with the property, except to Agent’s acts of gross or reckless negligence or intentionally wrongful conduct.

Owner(s) agree to cooperate fully with Managing Agent in any eviction proceedings and further agree to comply with any and all codes, rules and regulations of any applicable government authority with respect to inspections, maintenance and/or repair of the property. Owner also agrees to have managing agent act on their behalf in all relevant matters with respect to insurance claims. \$50 office fee for all evictions and court appearances ROC is required to attend representing owner.

5. Binding Effect, Cancellation, Entire Agreement:

- This agreement shall be binding upon all parties whose signature appears on this document. This agreement may be canceled by either party upon sixty (60) days written notice to the other party, delivered personally or by certified mail, return receipt requested, at the addresses above written.
- The Manager has the right to terminate this Agreement upon fifteen (15) days prior written notice to Owner and no commission will be due to the Manager after termination.
- A cancellation fee of \$300 per unit will be charged to the Owner if Owner terminates this agreement without prior cause or notification
- The Owner agrees to pay the Manager upon a sale of a property all amounts due according to this agreement.

This agreement when executed constitutes the entire agreement between the parties. No oral agreement shall be binding upon or enforceable against either party unless reduced to writing and signed by both parties.

ROC Property Management, Inc.

Owner: _____

By: _____

Owner: _____

