

**The Buyer's Agent of Nashville & Middle Tennessee**  
4825 Trousdale Drive, Suite 211  
Nashville, TN 37220

**Management Agreement**

In consideration of the mutual promises and covenants contained herein, \_\_\_\_\_  
\_\_\_\_\_ (“OWNER”) and The Buyer’s Agent of Nashville &  
Middle Tennessee (“COMPANY NAMED AS AGENT”) agree as follows:

**Exclusive Agency**

1. Owner hereby employs Agent, as an independent contractor, to be the exclusive agent to operate and manage the property commonly known as \_\_\_\_\_  
\_\_\_\_\_ (the “Property”), with total # Units \_\_\_\_\_, upon the terms, covenants and conditions set forth hereinafter for a period of \_\_\_\_\_, beginning on \_\_\_\_\_ 20\_\_\_\_, and ending on \_\_\_\_\_ 20\_\_\_\_, and thereafter for annual periods unless on or before (60) days prior to the date last abovementioned or on or before sixty (60) days prior to the expiration of any such renewal period, either party hereto shall notify the other in writing of their intention to terminate this agreement.

**Employment**

2. The Owner gives to the Agent the following authority and powers and agrees to assume the expenses in connection therewith and Agent accepts the employment offered by Owner and agrees to perform the following services:

- (a) To use due diligence in the management of the Property for the period and upon The terms herein provided and agrees to furnish the services of Agent’s organization in managing the Property.
- (b) To (1) deposit all receipts collected for the Owner (less any sums properly deducted as otherwise provided herein) in a Trust Account at \_\_\_\_\_  
\_\_\_\_\_ (Name of Bank)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (Account Number)  
(the “Rental Account”), separate from Agent’s personal account; (2) keep all books and other records of Owner pertaining to the Property in accordance with the terms of this Agreement and consistent with generally accepted accounting principle; (3) render to Owner on or before the \_\_\_\_\_ day of the following accounting month, a statement of all receipts, expenditures and other charges, and to pay Owner the excess, if any, of the receipts over the expenditures and other charges; (4) in the event disbursements are in excess of receipts. Owner hereby agrees to pay such excess promptly upon notification by Agent.

Owner \_\_\_\_\_ Agent \_\_\_\_\_

- (c) (1) To establish the best current market rate for lie property, but in no event represent the market rent at less than \$\_\_\_\_\_ per month; (2) advertise, at the expense of the Owner, the availability of all or any part of the Property for rent, and to display “For Rent” signs thereon; and (3) sign, renew and/or cancel leases for all or any part of the Property, and to terminate any lease and to sign and serve in the name of Owner such notices as are appropriate to initiate legal action to evict tenants and to recover possession of the Property and rents and other amounts due.
- (d) To collect minimum security deposits of \$\_\_\_\_\_ per unit and to deposit all receipts collected for Owner (less any sums properly deducted as otherwise provided (herein) in an Escrow Account in \_\_\_\_\_ (Bank) \_\_\_\_\_ (Address) \_\_\_\_\_ (Account Number) (the “Escrow Account”), separate from Agent’s personal account. The Agent, at its Sole discretion, will refund deposits in accordance with the attached lease.
- (e) To administer or supervise all repairs, maintenance and alterations to the Property, as defined in subparagraph (g) and numerical paragraph (9) subparagraphs (c) (d).
- (f) To administer and render payment of all debts and other obligations incurred as a result of managing and operating the property on behalf of the Owner. Expenses incurred in connection with such actions shall be paid from said “Rental Account” or by mutual consent Agent may administer payment on Owners’ behalf.
- (g) To hire, pay, discharge, and supervise all employees required for the operation and maintenance of the Property. All said employees shall be deemed for all purposes to be the employees of \_\_\_\_\_ and not \_\_\_\_\_, all wages and all local state and federal taxes and workers compensation incidental to the employment of such shall be paid by the Agent out of said “Rental Account” or by mutual consent, Agent may administer payment on Owner’s behalf.
- (h) To make contracts for electricity, gas, fuel, sewer services, water, telephone, window cleaning, trash or rubbish hauling, and any other services as the Agent shall deem advisable. Owner shall assume the obligations of any contract so entered into at the termination of this Agreement.
- (i) To obtain and review statements of sales furnished by tenants in the Property to support their payment of percentage rent or other amounts due under their leases.
- (j) To perform any other normal business functions and otherwise operate and manage the Property and affairs of Owner in accordance with this Agreement.

Owner \_\_\_\_\_ Agent \_\_\_\_\_

Payment of Bills and Compensation

3. Owner authorizes Agent to deduct from the receipts retained in the Rental Account any and all expenditures and other charges incurred pursuant to Paragraph 2, and all undisputed compensation of Agent earned pursuant to Paragraph 9. Agent may with hold funds for \_\_\_\_\_ days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts.

Liability

4. Agent shall be held strictly accountable for any and all receipts and expenditures with respect to the operation and maintenance of the Property, but shall not be liable to Owner for any other matter, except for the gross negligence or willful misconduct of Agent or its employees.

Indemnification

5. Owner agrees to hold and save Agent harmless from any and all damages, costs, expenses, claims or injuries to person or property by reason of any cause whatsoever either in, on or about the Property or elsewhere when Agent is carrying out this Agreement or acting under the express or implied directions of Owner. The obligations set forth in this Paragraph 5 shall survive the expiration or other termination of this agreement.

Representation

6. Agent warrants and represents to Owner that Agent and its employees possess any and all licenses which are required by the State of Tennessee and any other governmental entity having jurisdiction or which are necessary for the performance by Agent of its duties and obligations pursuant to this Agreement.

Insurance

7. Owner agrees to obtain, maintain, and provide evidence thereof, during the term of this agreement comprehensive general liability insurance and such other insurance as may be necessary for the protection of the interests of Owner and Agent. In each such policy of insurance. Owner agrees that Agent shall be designated as an additional named insured and be written so as to protect the Agent in the same manner and to the same extent they protect the Owner.

Owner \_\_\_\_\_ Agent \_\_\_\_\_

Taxes

8. Owner shall be responsible for paying the ad valorem real estate taxes on the property. Owner may, authorize Agent to administer payment on owner's behalf. In the event of such, payment shall be paid from said Rental Account, or by Mutual consent, Agent may administer payment on Owner's behalf. The Owner must provide the agent with copy of said tax bill if Agent is to make payment.

Compensation

9. Owner shall pay Agent for its services performed with respect to the Property according to the following schedule:

(a) For Management Services: The greater of \$ \_\_\_\_\_ per month or \_\_\_\_\_% of the total monthly gross receipts, payable by the \_\_\_\_\_ day of the \_\_\_\_\_ month for the duration of this Agreement. Said payment shall be paid from said Rental Account or be paid directly to the Agent by the Owner.

(b) For Leasing: Agent shall use all reasonable efforts to keep the premises rented by procuring tenants for the premises. Agent is authorized to negotiate, prepare and execute all leases as Agent for the Owner. All costs of leasing shall be paid out of the Rental Account or by mutual consent, Agent may administer payment on Owner's behalf. No lease shall be in excess of \_\_\_\_\_ year(s) without Owner's written consent. As compensation for these services provided by Agent, Owner shall pay \_\_\_\_\_ for each new lease execution \_\_\_\_\_ and for each renewal lease execution.

(c) For Contracting: Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements necessary to preserve the premises, on behalf of the Owner. Such contractor expenses shall be paid out of said Rental Account or by mutual consent, Agent may administer payment on Owner's behalf. The expense to be incurred for any item of repair

shall

not exceed the sum of \_\_\_\_\_ unless such expense is specifically authorized by the Owner or should circumstances exist as Agent shall reasonably deem to be an emergency. As compensation for this service provided by Agent, Owner shall pay \_\_\_\_\_ to Agent.

(d) For Casualty Loss: Owner shall pay Agent \_\_\_\_\_ for supervision of major rehabilitation or reconstruction due to casualty loss.

(e) For sale of Premises: In the event that the premises are sold by Owner during the period of this Agreement, Agent shall have the exclusive rights of representation in the sale as stated in a specific sales agreement to be negotiated separately.

(f) For Other Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner \_\_\_\_\_ Agent \_\_\_\_\_

Authorized Charges

10. In order to offset additional costs to Agent, Agent may charge tenants or prospective tenants an application fee, late charge, or any other charge deemed necessary or appropriate. All the aforesaid fees, plus interest earned, if any, on the Deposit and/or Rental Accounts, shall be retained by Agent.

Termination

11. Notwithstanding anything contained herein to the contrary, Owner shall have the right

to terminate this Agreement upon the occurrence of any of the following events:

- (a) Gross negligence by Agent or its employees in the carrying out of the duties and obligations assigned to Agent hereunder.
- (b) A material breach by Agent of any duty or obligation imposed upon Agent hereunder, or any act of theft, dishonesty or breach of fiduciary duty to the detriment of Owner:
- (c) The filing of a petition in bankruptcy by or against Agent, or an assignment by Agent for the benefit of its creditors, or the appointment of a receiver or trustee of substantially all the property of Agent; or
- (d) The condemnation or destruction of the Property.

In the event that this Agreement terminates due to the occurrence of one of the above events then the compensation of Agent shall be paid through the effective date of such termination.

Owner may terminate this Agreement for any other reason at any time by giving \_\_\_\_\_, days' written notice to Agent and paying \_\_\_\_\_ To terminate Agreement. After the termination of this Agreement, Owner shall recognize Agent as the broker in any negotiations involving all or any part of the Property if said negotiations had been initiated by Agent during the term of this Agreement.

In the event of the consummation of said negotiations, then the owner shall pay to Agent the compensation as prescribed in Paragraph 9.

Owner \_\_\_\_\_ Agent \_\_\_\_\_

Interest On Unpaid Sums

12. Any sums due Agent under any provision of this Agreement and not paid within \_\_\_\_\_ days after such sums have become due, shall bear interest at the rate of \_\_\_\_\_% per annum.

Additional Stipulations

13. (a) Every notice, consent or approval required or permitted to be served upon any of the parties hereto shall be in writing and shall be sent postage, by registered mail or certified mail, return receipt requested, to the other party at their respective address first set forth below, or at such other address as either party shall hereinafter designate by written notice. Any notice, consent or approval hereunder shall be deemed given when sent as provided above, and shall be deemed received three (3) days after depositing thereof in the mail with sufficient postage prepaid.
- (b) This Agreement contains the entire understanding and agreement between the parties, and no amendment, modification or alteration hereof shall be binding unless same be in writing and signed by the parties hereto.
- (c) This Agreement shall be binding upon the legal representatives, heirs, successors and assigns of Agent and Owner. Agent shall not assign any of its rights hereunder without the prior written consent of Owner.
- (d) No consent or wavier, express or implied, by either party hereto or of any breach or default by either party in the performance by the other of its obligations hereunder, shall be deemed or construed to be a consent of, or a wavier of, any other breach or default in performance by such party hereunder.
- (e) If any term, covenant or condition of this Agreement shall, to any extent, be deemed illegal, invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable to the fullest extent permitted by law.
- (f) Nothing contained herein shall be construed to make Owner and Agent partners, or to render either of said parties liable for the debts or obligations of the other, except as specifically set forth herein.

Owner \_\_\_\_\_ Agent \_\_\_\_\_

(g) In the event subject property is listed for sale by another real estate agent, all activities relating to such sale will be the responsibility of the Owner or the listing agent and not the managing Agent, unless otherwise mutually agreed. These activities include but are not limited to (1) notification of listing for sale to all residents, (2) supervision of decorating, cleaning, and preparation for sale, (3) arrangements for entry with tenants for showings and (4) inspections or repairs relating to sale.

Additional Clauses

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IN WITNESS WHEREOF, Owner and Agent, acting by and through duly authorized representatives, have duly executed this Agreement as of the date first set forth above. We do hereby receipt of a fully executed copy of this Agreement and a copy of the lease form to be used for the Property.

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Address Telephone #

\_\_\_\_\_  
S.S. # or I.D.

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Address Telephone#

Owner \_\_\_\_\_ Agent \_\_\_\_\_