

PROPERTY MANAGEMENT AGREEMENT

This agreement is between: _____ hereinafter called "Property Owner(s)" or "Owner" and Dual Real Estate Services, LLC, hereinafter called "Manager". By this Agreement the Property Owner appoints the Manager the exclusive agent to arrange for the rental, operation, control and management of the following described property:

Property Addresses:

Legal Description:
(per appraisal district)

(Hereinafter referred to as the "Property")

Terms of Agreement:

This agreement shall be for a term of one year beginning on the _____, 2011. Property Owner or Manager may terminate this agreement prior to the end of the term by giving thirty (30) days advance notice to the other in writing. Owner may not exercise his/her right of cancellation until all monies invoiced have been paid in full. Should there be such a cancellation, Manager reserves the right to hold any income from the property for period of forty-five (45) days following the last day of management so as to cover any unexpected billings, insufficient rent checks, etc. Additional fees may apply. This agreement shall automatically renew for additional one (1) year period(s) unless canceled in writing more than sixty (60) days prior to the end of any term. Account closing fee of \$45.00/per unit for final account audits, typical paper work exchange, delivery of keys, etc. may apply.

Leasing:

Property Owner agrees that leasing, at Manager's option, may be accomplished through outside or affiliated Realtors that shall list vacancies on the Association of Realtors Multiple Listing Service (MLS). Property Owner also agrees to reimburse Manager the cost of any fees paid to Realtors, which are equal to one hundred percent (100%) of one full months rent for each new lease and a lease renewal fee of \$150 for each lease renewed after the initial term. Owner assumes full and sole responsibility to provide Manager with a key to the property. If not received within 10 days of contract date, Manager may re-key property to Manger's key system at Property Owner expense.

General Provisions:

Property Owner hereby grants Manager the sole and exclusive right to: contract affiliated Realtors for the rental or lease of the property, sign leases on behalf of the property Owner, determine rental rates, inspect the property at such times as Manager deems necessary; collect rent and pay expenses and then remit via Automatic Clearing House (ACH), the balance of all rents and other funds that may be due Property Owner, issue receipts; compromise and settle security deposit and other claims; maintain and collect security deposits, require releases from all parties in the event of a controversy before disbursing trust funds; terminate tenancies and serve such notices and institute court eviction proceedings in the name of the Property Owner as Manager deems necessary. Additional fees may apply.

Compensation:

Property Owner agrees to pay Manager a monthly management fee of Sixty nine Dollars ninety five cents (\$69.95)* per unit per month payable on the first day of each month as compensation for the services listed in the prior paragraph for a total of twelve (12) management fees per year. There is a ONE time initial property assessment fee of \$62.50 whereupon extensive photographic documentation will be taken of the property condition, and all related files and paperwork will be commenced. In order to facilitate efficiencies in the handling of repairs, Manager is authorized to institute repairs, maintenance and renovations to the property as a non-exclusive agent and independent general contractor and may realize compensation by utilizing in house staff, sub contractors or associate companies as needed. Repairs, maintenance (including lawn and yard maintenance) and renovations, except of an emergency nature (determined by Manager) over the sum of Three Hundred Dollars (\$300), excluding taxes, per single repair item, shall not be made without the permission of the Property Owner. Manager when necessary may execute contracts for utilities

on behalf of Property Owner. Notwithstanding the above, Owner may, at his/her option employ their own contractors or repair personnel if desired.

Cash Reserve:

Property Owner agrees to deposit a "minimum cash reserve" of three hundred dollars (\$300) per unit with Manager to be used to pay for any necessary repairs, etc., and to advance other funds as necessary for higher dollar repair items, etc., when requested. Owner will replenish the cash reserve upon request by Manager.

All sums due Manager by any provision of this agreement may be deducted from funds held by Manager for benefit of Property Owner. Manager may charge interest at the rate of one and one-half percent (1 ½%) per month on any unpaid balances after thirty (30) days from statement date.

Financial Responsibilities & Reporting:

Manager will render a statement monthly showing all funds collected and disbursed. Manager is directed to remit to Property Owner all tenant rent and late charges minus the cost of management fees, leasing fees, repairs, or any monies extended on behalf of Owner, etc., monthly, with each statement. Owner agrees to reimburse Manager for any out of pocket expenses including leasing fees, incurred in the operation of the Property and to pay Manager for all repairs, renovations and other costs incurred in operation the Property if the current month's rental payments are not sufficient to cover the full amount of those expenses.

Manager shall not be expected to advance its own funds on behalf of Owner; therefore Owner agrees to forward all funds invoiced by Manager and all funds for bid jobs before they are due and payable by Manager. Owner agrees that the ultimate responsibility to pay invoices for property lies with Owner himself. Manager is authorized to retain fifty percent (50%) of any late or other fees collected from tenants in order to subsidize the salary of a collection specialist. Tenant payments will be applied as stated in our Texas Association of Realtors lease: Regardless of any notation on a check, landlord will apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned check charges, repairs, brokerage fees, periodic utilities, pet charges and then to rent. Owner waiving of any of the fees listed above will still result in a charge of fifty percent (50%) of fees applied to owner account.

Manager is not responsible for making payment of any maintenance or homeowner association fees, mortgage, insurance or tax payments unless specifically agreed to in writing. Should Manager assume such responsibility, Manager will not make payment unless sufficient funds are available to Manager after reimbursement of all management fees, leasing fees and any other monies due Manager have been paid in full.

Automatic Clearing House (ACH) also known as, Direct Deposit payments will be free. There shall be an additional charge of twenty five(\$25) Dollars per printed physical checks mailed. The charge for these paper checks will be added to your management fee until such time ACH is established. ACH payments are processed every ten days. Printed checks are only run once a month. There shall be an additional charge of Ten Dollars per month (\$10) for every mortgage, utility, insurance or other type payment made on behalf of Property Owner.

It is understood that Manager shall not be liable for any unpaid rents, deposits, or other charges that tenant fails to pay. Manager is not responsible for vacancy if tenant refuses to sign lease renewal upon annual lease expiration. Additionally, it is understood that Manager is not liable for financial losses incurred due to fire, theft, vandalism, tenant neglect, abuse to property (s) or grounds, damage done to property by animals, insects, etc. Owner is encouraged to carry adequate insurance to protect against such mentioned losses.

Indemnification:

Property Owner agrees to indemnify Manager, its members, officers, managers, agents, servants, contractors and employees from all claims, suits and charges that may arise out of the performance of this Agreement unless such is due to Manager's willful neglect or gross negligence.

Insurance:

Property Owner agrees to carry Public liability insurance and other applicable insurance policies and to name Manager as an additional insured per said liability insurance policies.

Law:

This Agreement is binding upon the parties hereto and their respective successors, assigns, heirs, administrators and executors.

The laws of the State of Texas shall apply to any claims or disputes arising out of this agreement. The parties agree that exclusive jurisdiction and venue over any lawsuit arising out of this Agreement or any dealings between the parties shall exist in Harris County, Texas exclusively.

Sign up Incentives (*):

Any incentives to sign this Agreement that may have been offered to Property Owner are based upon twenty four (24) months of paid management fees. Should Property Owner or Manager terminate this Agreement prior to full payment of the above, the referenced incentives may be reversed by Manager. Any incentives are described below:

*Monthly management fee is eighty seven dollars and fifty cents (\$87.50) however a discount has been offered for twenty four (24) months of paid management fees at a rate of sixty nine dollars and ninety five cents (\$69.95) a month. If Owner terminates the contract prior to twenty four (24) months the rate difference for the months already billed will be invoiced and may be deducted from Cash Reserve before forwarding Cash Reserve balance.

Executed this date of:

Agreed to by:

(signed)

Property Owner

(printed)

Property Owner

PLEASE FILL IN AS MUCH INFO AS YOU CAN PROVIDE BELOW

Property Owner's mailing address for purposes of notification and mailing monthly statements:

E-mail address:

Phone (day)

Phone (night)

Fax

Alternate Contact:

Phone

E-mail

Social Security Number or Federal Tax ID number:

Dual Real Estate Services, LLC.

By: _____

_____, **Manager**

P.O. Box 840997

Houston, TX. 77284-0997

Phone: (713)205-2652

Fax: (713)589-9199

ACH Authorization Form

Account Holder Information:

Account Holder Name
Account Holder DBA Name (If Business Account)
Account Holder Phone:
Account Holder Address:
City ST Zip Code:

Account Holder's Bank Information:

How to find your Routing and Account Numbers on a check (NOT on a deposit slip)



Bank Routing number (9 digits)
Bank Account Number

Account Holder's Bank Name

Checking or Savings account? (Check One)

- Business Checking
Personal Checking
Savings

Signature of Account Holder Print name/Title of account holder (if applicable) Date

In exchange for products, services and rental proceeds the undersigned hereby authorizes Dual Real Estate Services, LLC. to electronically utilize the Automated Clearing House (ACH) system to transfer account balances shown on the above listed individuals account. This authority will continue until withdrawn in writing by the undersigned account holder. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed account holder. I acknowledge that I am subject to a \$25 reject fee if items are returned for incorrect account information.

If you have any questions or concerns feel free to contact us by phone at 713-205-2652 ext 500 or e-mail at INFO@dualrealestate.com, or by US mail at PO Box 840997, Houston, Tx. 77284-0997.