



**Exclusive Rental Management Agreement**

1. **PARTIES:** This agreement between \_\_\_\_\_, the owner or legally appointed representative of the premises, hereafter called OWNER and **All County<sup>®</sup> Heartland Property Management**, hereafter called the BROKER, whereby the OWNER appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:
  
2. **EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE:** Owner hereby employs BROKER exclusively, giving BROKER the exclusive right to rent, lease and manage OWNER'S property known as: \_\_\_\_\_ under the terms and conditions herein set forth. The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by OWNER in writing. BROKER agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. OWNER invests with BROKER with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER'S judgment in regard to said property. BROKER may do so in the name of the OWNER, in BROKER'S name alone, or in the names of both.
  
3. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of paragraph 9. The term shall begin on the \_\_\_\_ day of \_\_\_\_\_, **20** and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.
  
4. **BROKER DUTIES, SERVICES, AND RELATIONSHIPS:** BROKER'S relationship with OWNER and duties under that relationship shall be as provided under the Broker Relationship Act of 59 O.S. § 858-351 et seq. Specifically, 59 O.S. § 858-353 sets forth the following duties and responsibilities:

**Broker Relationship Act.** BROKER duties and responsibilities.

- A. A broker shall have the following duties to all parties in a transaction, which are mandatory and may not be abrogated or waived by a broker:
  1. Treat all parties with honesty and exercise reasonable skill and care;
  2. Unless specifically waived in writing by a party to the transaction:
    - a. receive all written offers and counteroffers;
    - b. reduce offers or counteroffers to a written form upon request of any party to a transaction, and
    - c. present timely such written offers and counteroffers;
  3. Timely account for all money and property received by the broker;
  4. Keep confidential information received from a party or prospective party confidential. The confidential information shall not be disclosed by a firm without the consent of the party disclosing the information unless consent to the disclosure is granted in writing by the party or prospective party disclosing the information, the disclosure is required by law, or the information is made public or becomes public as the result of actions from a source other than the firm. The following information shall be considered confidential and shall be the only information considered confidential in a transaction:

- a. that a party or prospective party is willing to pay more or accept less than what is being offered;
  - b. that a party or prospective party is willing to agree to financing terms that are different from those offered;
  - c. the motivation factors of the party or prospective party purchasing, selling, leasing, optioning, or exchanging the property; and
  - d. information specifically designated as confidential by a party unless such information is public.
5. Disclose information pertaining to the property as required by the Residential Property Condition Disclosure Act; and
  6. Comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.
- B. A BROKER shall have the following duties and responsibilities only to a party for whom the BROKER is providing brokerage services in a transaction which are mandatory and may not be abrogated or waived by a broker:
1. Inform the party in writing when an offer is made that the party will be expected to pay certain costs, broker service costs and approximate amount of costs; and
  2. Keep the party informed regarding the transaction.
- C. When working with both parties to a transaction, the duties and responsibilities set forth in this section shall remain in place for both parties.
5. **ADDITIONAL MANAGEMENT AUTHORITY AND BROKER RESPONSIBILITIES:** OWNER expressly grants to BROKER the following authority, powers and rights.
- a. BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be equal to monthly rent or an amount agreed to by all parties. LAST MONTHS RENT MAY BE COLLECTED AT BROKERS DISCRETION. Any deviation from these terms must be agreed upon by all parties in writing. OWNER agrees to hold BROKER harmless for any failure to secure tenant(s) for the OWNER, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.
  - b. Full management and control of the property with authority to collect all rent and other monies and securities from Tenants in the property, and issue receipts for same.
  - c. To prepare and negotiate new leases and renewals of existing leases in which BROKER is authorized to execute.
  - d. BROKER is granted by the OWNER the right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to OWNER, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by OWNER in writing.
  - e. To change locks on the property between tenancies for safety and security reasons.
  - f. To place "For Rent" signs on the property unless prohibited by applicable bylaws or local ordinances.
  - g. BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on OWNER'S behalf, any default notices to tenant(s) as may be necessary.
  - h. OWNER agrees that any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the OWNER individually or, with the permission of OWNER, BROKER shall hire an attorney to perform the eviction. Costs and attorney's fees to evict tenant(s) or otherwise will be paid by OWNER in advance and OWNER agrees to hold BROKER harmless for same.
  - i. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, OWNER agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER.
  - j. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by OWNER and/or BROKER or to comply with applicable building housing, and

health codes, and to determine that such services were performed in a proper and prescribed manner. OWNER'S approval shall be obtained on each improvement, maintenance or repair item that shall exceed two hundred dollars (\$200.00) in cost, except for emergency repairs. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in Broker's sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit.

- k. To collect from applicants or tenants any or all of the following: application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, or any other fees that may now or in the future become a tenant(s) obligation. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees, and BROKER need not account for such fees to OWNER. Funds collected from tenant(s) each month shall be applied to tenant(s) obligations chronologically beginning with the earliest obligation incurred.
- l. To receive interest on any BROKER trust accounts, and interest received, if any, shall belong to BROKER to offset BROKER'S time and expense of maintaining such accounts, and agent need not account for such interest earned to OWNER.
- m. To render monthly statements to OWNER of income and expenses and to disburse to OWNER the net proceeds of such accounting. Statements and financial disbursements will be made monthly-customarily between the 15th and 20th of each month, but in no case will disbursements be made until tenant(s) funds have cleared BROKER'S bank. In the event disbursements should be made in excess of income collected, OWNER shall pay back such excess promptly to BROKER.
- n. In the event a prospective Tenant places a reservation fee with BROKER and fails to take possession, said fee or portion thereof, if retained, shall be disbursed 50% to OWNER and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and OWNER agrees to hold BROKER harmless for same.

**6. OWNER ASSURANCES AND RESPONSIBILITIES:**

- a. OWNER warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. OWNER warrants that he/she/they constitute all the owners of the property and will provide a copy of the deed if requested by BROKER. OWNER assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- b. OWNER shall place in reserve with BROKER two hundred dollars (**\$200.00**) per property, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes BROKER to replenish this reserve from rents collected.
- c. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- d. To indemnify, defend, and save BROKER harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including OWNER, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to BROKER.

- 7. OPERATING AND/OR RESERVE ACCOUNT(S):** BROKER shall establish an account known as Rental Escrow Trust Account separate and apart from BROKER'S corporate accounts, for the deposit of receipts collected as described, herein, in a bank or other institution within the State of Oklahoma whose deposits are insured by the Federal Deposit Insurance corporate (FDIC). The depository institution shall be selected by BROKER. However, BROKER shall not be held liable in the event of bankruptcy or failure of a depository. Funds in the Operating and/or Reserve Account(s) remain the property of the OWNER subject to disbursement of expenses by BROKER as described in this Agreement.

- 8. SECURITY DEPOSITS:** BROKER shall collect and deposit tenant's security deposits in an FDIC insured Trust Account in the State of Oklahoma in accordance with the Landlord Tenant Act and the tenant's lease agreement. It is

understood and agreed by all parties that these funds may be deposited into an FDIC insured interest bearing account with BROKER retaining the interest to compensate for the cost and burden of maintaining the account. Any other interest paid on the operating account or the Trust Account will also be retained by Broker.

9. **INSURANCE/FEES/TAXES/CHARGES:** OWNER shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. OWNER agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page within 14 days of the execution of this agreement. OWNER agrees to name BROKER as an additional insured on all policies. OWNER agrees to pay BROKER an annual fee of \$50.00 if said insurance declaration page is not provided to BROKER. OWNER agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. OWNER agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by OWNER to maintain insurance coverage.
10. **MORTGAGE DELINQUENCY:**
- a. If OWNER becomes delinquent under any lien, mortgage, deed of trust, or other encumbrance affecting the Property, BROKER may inform any tenant occupying the Property of the delinquency. Once foreclosure action is filed of record, OWNER authorizes BROKER to allow tenant to terminate the existing lease by giving a 30 day notice to vacate, which will become effective on the date next rent is due. Furthermore, once a foreclosure action is filed of record, BROKER retains the right to terminate the Management Agreement by giving a 30-day notice to OWNER. If OWNER is nonresponsive to notice from BROKER, notice to OWNER by BROKER to OWNER's last known address by certified mail with return receipt requested will be considered as sufficient notice to OWNER.
  - b. Once foreclosure is filed of record, and Property is currently leased and occupied by a tenant, OWNER authorizes BROKER to hold all future rent, up to \$4,000, to protect itself against loss or claims of tenants, cost of repairs to Property during tenant occupancy, or any other cost deemed necessary to fulfill terms of Lease Agreement. Any remaining funds will be forwarded to Owner of Record upon termination of Lease Management Agreement.
11. **UTILITIES:** If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the OWNER's utilities and be responsible for all or part of the bill(s), OWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall OWNER cause the termination of these services and OWNER agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if OWNER improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and OWNER agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).
12. **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the OWNER shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and OWNER agrees to indemnify BROKER for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the OWNER, OWNER agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.
13. **TERMINATION:** Termination by OWNER is effective when notice physically received by BROKER. In the event this agreement is terminated by OWNER or BROKER, the BROKER's rights provided for in paragraph 12 shall survive such termination for a period not to exceed 30 days (termination period). All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to OWNER. An additional cancellation fee of **\$200.00** will be charged to OWNER should OWNER terminate this agreement within the first Four (4) months from the execution of this agreement, or a

cancellation fee of \$0.00 thereafter. BROKER reserves the right to terminate this agreement with 30 days written notice to OWNER at any time, or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, OWNER actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Terminating this agreement shall release BROKER from having any further obligation to rent, lease, or manage the property.

14. **FURNISHINGS/WARRANTIES:** The OWNER shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$30.00 to provide same. (The \$30.00 fee is subject to change with notification by first class mail). It is OWNER's responsibility to keep the inventory current. OWNER is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. OWNER will provide two (2) full sets of keys plus two (2) mail keys to the BROKER. In unfurnished units, OWNER will provide window treatments and their hardware or authorize BROKER to purchase and install same.
15. **BROKER ASSUMES NO LIABILITY:** BROKER assumes no liability whatsoever for any acts or omissions of OWNER, or any previous owners or agents or tenants of the Property. BROKER assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due OWNER or in the performance of any obligations owed by a tenant to OWNER pursuant to any lease or otherwise. BROKER does not assume any liability for previously unknown violations of environmental or any other regulations, which may become known during the period this Agreement is in effect. Any regulatory violations or hazards discovered by BROKER will be brought to the attention of OWNER in writing, and OWNER shall promptly cure them with no liability for BROKER.
16. **DAMAGES or MISSING ITEMS:** BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by BROKER at departure. In the event tenant(s) damage the premises or owes any monies to the OWNER, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel. BROKER is given the power to make claims upon the security deposit on behalf of OWNER and BROKER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER.
17. **PROPERTY CONDITION:**
- a. **FLOOD NOTIFICATION.** Has OWNER ever been notified by any City or County governmental agency, or is OWNER aware that the Property has been flooded or may be prone to flooding? *The terms "flooded" or "flooding" shall mean general and temporary conditions of partial or complete inundation of normally dry land areas and structures upon said areas from the overflow of lakes, ponds, streams, rivers, creeks, and any other inland waters.* Yes \_\_\_\_\_ No \_\_\_\_\_
- In order to fulfill OWNER's and BROKER's obligations of disclosure, if the Property has been flooded within the past five (5) years and that fact is known to OWNER, OWNER shall disclose the information. As provided in Oklahoma Landlord Tenant Act, BROKER shall include the information prominently and in writing as part of any written rental agreements. Failure to provide this information may entitle a tenant who is a party to the rental agreement to sue OWNER of the premises in a court of competent jurisdiction and to recover the personal property damages sustained by tenant from flooding of the premises.
- b. **FLOOD INSURANCE.** Flood Insurance covering the Property shall be the responsibility of the OWNER.
- c. **LEAD-BASED PAINT DISCLOSURE.** If Property was built prior to 1978, OWNER shall complete the Disclosure and Acknowledgement of Lead-Based Paint and as provided under Federal Statute a copy of the Disclosure along with a copy of the EPA pamphlet Protect Your Family from Lead in Your Home, shall be provided to potential tenants.
18. **OTHER PROPERTY DEFECTS:** Owner is not aware of any material defect on the Property that would affect the health or safety of an ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any State ordinance, law, regulation of any governmental body, or deed restriction except:



24. **MODIFICATION OF THIS AGREEMENT:** BROKER may change the terms of this agreement by giving 60 days written notice to OWNER. The 60 days shall be counted from the date notice was mailed. Should no written objection be forthcoming from OWNER within 60-day period, OWNER's acceptance of said changes shall be presumed.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS.

**\*\*\*IMPORTANT NOTICE \*\*\***

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent. Furthermore, As provided in Oklahoma Landlord Tenant Act, OWNER and/or BROKER shall not deny or terminate tenancy to a blind, deaf, physically handicapped, or person of emotional needs because of the guide, signal, service, or emotional support animal of that person.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Agent for: All County® Heartland Property Management

\_\_\_\_\_  
Broker's License Number