

CRC REALTY, INC.

This agreement is made on _____ By and Between,
_____ **the Principal and CRC REALTY, INC. as
Manager.**

That in consideration of the mutual covenants herein contained, the Principal and Manager agree as follows:

The Principal hereby employs the Manager (who acts as Manager for other properties) as Exclusive Rent Collector and Handler of Evictions, Manager, and Agent for the management of the Principal's properties located at _____. For a period of 1 year with automatic yearly renewal.

Commence on the _____ And end at midnight of _____ and the Manager hereby accepts such employment for the period stated unless sooner terminated as hereinafter provided.

- I. The Manager in performance of the duties herein assumed shall:
- 1) Use due diligence in the collection of rents and other receivable as they become due, but nothing in this Agreement shall be construed as a guaranty by the Manager of the payment of rents and of other charges by the tenants.
 - 2) Institute legal proceedings in the name of the property for the collection of rents or other income from the property, enforcement of lease provisions, or disposition of tenants when such steps are in order, all expenses so incurred to be an expense of the property.
 - 3) Employ and discharge employees and maintain such other personnel as are found necessary to efficiently operate the property, all such personnel to be employees of the Manager.
- A: Employees that are employed by the Manager at multiple locations shall be charged to the property for the time incurred in the

operation of the property. The charge shall include wages paid plus labor burden and the pro-rata cost of fringe benefits. Manager may use in-house maintenance for repairs at current rate.

4) Contract on favorable terms, quality and services considered, for supplies, materials, alterations and repairs as required. Manager may use in-house maintenance services or company for repairs. Manager must obtain Principal's authorization for any expenses over \$ 50.00 that is not on the approved budget except under circumstances which the Manager shall deem to be an emergency.

5) Deposit in an individual fiduciary account or into a Master Rental Trust account where funds are co-mingled with other funds due to other Owners- all monies received for said property and make withdrawals for operation and management from such account. Refundable Deposits collected from Residents are not held separately – but deposited into this account and used as income. Refundable Deposit Refunds will be returned to the Resident after meeting all requirements of the Lease – as an expense from this account. Manager is entitled to any late fees, credit verification fees, and NSF fees collected by the Manager from the tenant when no On-site Manager is in place. Principal hereby agrees to advance funds to provide sufficient working capital to operate the property and Manager agrees that any excess funds above those needed for the operation of the property shall be deposited with the Principal.

6) Manager is authorized by Principal to handle all utility accounts including water/sewerage, electric, gas, trash and telephone. Authorization is given to turn on services in Principal's name, turn off services, negotiate terms and conditions, and pay for these utility accounts.

7) Keeping accurate accounts of financial transactions involved in the terms of management of the property and render to the Principal a detailed statement of cash receipts and cash disbursement of the operation of the preceding month and furnish such reports concerning the operation of the property as the Principal from time

to time may reasonably require. Such accounts shall be open to the inspection of the Principal at all times.

II. The Principal, pursuant to obligations herein assumed, expressly agrees;

1) To pay the manager for services performed hereunder a sum equal to 10 % of the monthly gross income from the operation of the property, excluding the refundable portion of the Security Deposits and Sales Tax or \$ minimum fee per month which ever is greater. We also charge a one time leasing fee of 6% of the total amount of the lease.

2) Principal agrees: (1) to hold and save Manager free and harmless from any damage or injuries to persons or property by reason of any cause whatsoever excepting negligence or intentional acts of Manager either in and about the property or elsewhere when Manager is carrying out provisions of this agreement or acting under express or implied directions of the Principal, (2) to reimburse Manager upon demand for any monies which Manager is required to pay out for any reason whatsoever, under the agreement or in connection with or as an expense in defense of any claim, civil or criminal action proceeding; charge or prosecution made, instituted or maintained against Manager or Principal and Manager, jointly or severally affecting or due to the conditions or use the property acts or omissions of Manager or employees of the Principal or Manager, and (3) to defend promptly and diligently, at Principals sole expense, any claim, action or proceeding brought against Manager or Manager and Principal jointly or severally arising out or connected with any of the forgoing, and to hold harmless and fully indemnify Manager from judgment, loss or settlement on account thereof.

4) Principal agrees to carry bodily injury, property damage and personal injury public liability insurance. Certificates of said policies shall be furnished to Manager. Principal agrees that at all times during the continuance of the agreement all bodily injury, property

and personal injury, property insurance, fire insurance and an other coverage carried by Principal on the property shall, by the appropriate endorsement of all policies evidencing such insurance and without cost to Manager, e.g. extended to insure and indemnify Manager as well as Principal, as follows: “**CRC REALTY, INC..**” hereby named as an additional insured and insurance company agrees this policy shall be primarily in respect to any coverage carried by **CRC REALTY, INC..**

5) Principal shall be responsible directly for payment of mortgage, property taxes and insurance for the property.

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2A) All expenses connected with the operation of said property shall be paid and accounted for as operating expenses of the property.

2B) Supplies used in the office of the property will be paid for by the property. Any supplies utilized specifically by the property, whenever used and phone costs applicable to the property will be an expense of the property.

2C) Any advertising directly for the property will be an expense of the property. Any advertising of the general nature by the Manager to promote **CRC REALTY, INC.** will be an expense of the Manager.

3) That upon Thirty- (30) day's prior written notice, either party may cancel this agreement effective on the last day of any given month. If Principal thus cancels this agreement without proper notice, Principal hereby agrees to pay Manager on the date of termination, an amount equal to the sum of the management fee collected for the last month prior to termination.

4) That notices hereunder shall be sent certified or registered mail, return receipt requested, sufficient postage prepaid to Principal .

Or Manager at: **CRC REALTY, INC. 500 E. BROAD ST. #200 MANSFIELD, TX 76063.** Unless either party shall notify the other of a change of address in accordance with the provisions thereof.

5) On termination of the Property Management Agreement **CRC REALTY, INC.** shall provide the owner with final accounting of the property's financial status that includes at a minimum:

- * Within five (5) days, a list of all tenants and Security obligations.
- * Within thirty-five (35) days, reimbursement for all monies remaining in the property account maintained by **CRC REALTY, INC.** Except for monies needed for unpaid obligations incurred during the term of the Property Management Agreement.
- * Within seventy-five (75) days, a final accounts receivable and payable list.
- * Within seventy-five (75) days, a final bank account reconciliation.

CRC REALTY, INC.- Manager

Corey R. Crane, Property Manager

_____Date

Principal

Principal's Federal Tax ID or Social Security Number:

Signature

_____Date