

Del Val Realty & Property Management

Property Management Agreement Checklist

- Please read the entire agreement carefully and ask questions, if needed, and sign the bottom of page 6
- Review section 16 (page 6) and let us know your desired initial rent amount, pet policy, yard maintenance and condominium fees, if applicable
- Review **Schedule A** (page 7) and add social security (or EIN number) and your mailing address
- Review **Schedule B** (page 8) and choose a property management plan
- Complete **Schedule C** (page 9) (Direct Deposit Form)
- Include a check for \$125 to **Del Val Realty & Property Management**
- Provided us the following, if available
 - Rental and Business licenses;
 - Existing leases and addendums;
 - Tenant ledger with 12 months' payment history and any outstanding amounts owed; and
 - 3 sets of keys.
- Fax or mail to us
 - Fax: 610-500-5682
 - Mail: **Del Val Realty & Property Management**
49 E Lancaster Avenue
Suite 300
Malvern, PA 19355



EXCLUSIVE LISTING TO RENT AND MANAGE REAL PROPERTY

This is intended to be a Legally Binding Agreement. **READ IT CAREFULLY.**

THIS AGREEMENT TO RENT / MANAGE PROPERTY ("**Agreement**") is made by and between **OWNER** and **AGENT**.

1. **Appointment of AGENT.** OWNER hereby contracts with and appoints AGENT the **sole and exclusive** managing AGENT to rent, manage, and operate each Property indicated in Schedule A, upon the conditions, terms and compensation as set forth herein. This Agreement shall commence on the Commencement Date indicated on Schedule A. It is understood and agreed that the AGENT is the sole procuring cause of any lease that may be negotiated during this Agreement, even if said lease may have been negotiated either directly or indirectly by the OWNER.
2. **Acceptance of Appointment.** AGENT hereby accepts appointment as set forth in Paragraph 1 and agrees to use their **best efforts** to perform all services for the renting, care, protection, maintenance, and operation of the Property, including the following:
 - a) **ADVERTISING:** Placement of print and electronic advertisements promoting the availability for rental.
 - b) **LEASES:** AGENT shall use his **best efforts** to keep the Property rented by procuring tenants for the Property and negotiating and executing on behalf of OWNER all leases for the Property. The AGENT shall have the sole responsibility for establishing the terms and conditions for all leases, including but not limited to approving applications, establishing rents, deposits, other fees, and lease terms and conditions. AGENT is not required to present all offers to lease.
 - c) **TENANT DEPOSITS:** Establish, collect, hold, and disburse tenant security deposit(s) on behalf of the OWNER in accordance with the **Landlord-Tenant Act** of the **Commonwealth of Pennsylvania** and any applicable local laws, regulations, or ordinances.
 - d) **RENT COLLECTIONS:** Collect and monitor rental payments by tenants, provided that nothing herein shall constitute a guaranty by AGENT for the payment of rent by Tenants. AGENT shall promptly advise OWNER of any delinquency in the payment of rent or of any other default by Tenant under the terms of the lease and consult with OWNER regarding the appropriate action to be taken.
 - e) **MONTHLY REPORTS:** Provide consolidated monthly reports listing of all income and expenses, together with necessary documentation for tax purposes. Copies of all bills will be provided via our property management software.
 - f) **REVIEWS:** Visit the Property periodically in order to determine that the Property is in good order. Written Property Inspection Review reports shall be completed and provided to OWNER for each visit.
 - g) **MAINTENANCE:** AGENT will perform, coordinate, and facilitate all maintenance service requests from tenants where we use a combination of our own maintenance staff and a variety of screened independent contractors that give OWNER and OWNER'S property both quality work at reasonable prices and quick turnaround. The AGENT will not spend more than the **Authorized Repair Limit** of \$500 for any repair, maintenance item, or alterations without consent from OWNER, unless the repair is deemed required by AGENT for a life safety issue.
 - h) **LAWS & REGULATIONS:** Comply with the spirit and the letter of all laws, regulations and public programs regarding equal housing.
 - i) **AGENT'S ROLE:** AGENT is acting as OWNER's Agent, as described in the Consumer Notice. AGENT's rental agents, salespeople, employees, owners are acting as Agents only and will not be legally responsible for damages or repairs to the Property, fines or penalties related to the property, or for a tenant's failure to meet the terms of a lease.



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3. OWNER's Responsibilities.

- a) **FUNDS ON ACCOUNT:** OWNER will maintain Funds on Account in the AGENT's account as indicated in Schedule A. AGENT has authority to withdraw such funds to pay AGENT's fee, repairs, utility costs and other property charges against the fund. The OWNER will deposit sums as necessary to maintain the Funds on Account as agreed within 10 days of being requested to do so by AGENT. If OWNER does not deposit funds requested within 10 days, AGENT shall charge OWNER a fee equal to 5% of the outstanding balance each month such funds are negative. **Excess funds will be electronically transferred to OWNER on or about the 10th and 20th of each month.**
- b) **EXISTING TENANTS:** For existing tenants, OWNER will provide AGENT with a copy of any lease, a set of keys to the Property, and will notify the tenant that AGENT is authorized to act on behalf of the OWNER.
- c) **INSURANCE:** OWNER assumes all responsibility for obtaining and maintaining all Property and casualty insurance. **OWNER agrees to maintain a Landlord Insurance Policy on the Property, including public liability insurance of at least \$500,000 and will name AGENT as an additional insured.**
- d) **HOLD HARMLESS:** OWNER agrees to hold harmless, indemnify and defend AGENT from all **suits, damages, claims of any nature or any kind arising in connection with AGENT's management of the Property or OWNER's ownership and from any liability for injuries suffered by any person while in the Property or on the premises upon which the Property is located.**
- e) **RENTAL LICENSES:** OWNER is required to provide AGENT with copy of current and future rental and business licenses, if required by your local township or city.
- f) **SMOKE AND CO DETECTORS:** Pennsylvania law requires smoke and carbon monoxide detectors be installed in all rental properties. These devices will be checked, and fresh batteries installed, or devices replaced, each time a new tenant occupies the property, at the OWNER's expense.
- g) **LOCKS:** Locks will be rekeyed each time a new tenant occupies the property, at the OWNER's expense.
- h) **NORMAL WEAR AND TEAR:** The OWNER understands that some "wear and tear" expenses will occur and that these costs cannot be charged to a Tenant and realizes OWNER will incur these expenses. Upon renting, the law recognizes the property as a business and requires OWNER to expect some expenses for cleaning and maintenance as "normal wear and tear" while operating a rental property.
- i) **SERVICE ANIMALS:** OWNER understands that state and federal law govern "service animals" and "emotional support animals", and those animals are NOT legally considered pets, and therefore pet policies do not apply.
- j) **PEST SERVICES:** OWNER is responsible for pest service for the first thirty (30) days of all new leases and tenants are solely responsible for all pest removal following the first thirty (30) days.
- k) **ATTORNEYS:** AGENT shall have the authority to hire attorneys and collection agencies at OWNER's expense to protect the interest of the OWNER.

4. Compensation. AGENT shall be compensated upon the following basis:

- a) **LEASING:** OWNER shall pay AGENT a **Leasing Fee** as indicated on Schedule B for each new lease procured by AGENT. The Leasing Fee is to be paid upon receipt of funds from the Tenant. If the OWNER provides a Tenant to AGENT for qualification and subsequent lease, the Leasing Fee paid by the OWNER will be fifty percent (50%) of the **Leasing Fee**. There is no Leasing Fee if an existing Tenant is in place when AGENT assumes management responsibilities.

12 Month Lease Guarantee – *Del Val will guarantee that if any tenant we place in your property leaves during the first 12 months, AGENT will market and find a new tenant at no charge! (not available with "Lease Only" Plan)*



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- b) **LEASE RENEWAL:** OWNER shall pay AGENT a **Lease Renewal Fee** as indicated on Schedule B for each negotiation and renewal of an existing lease. If OWNER does not want AGENT to perform a lease renewal, OWNER must notify AGENT in writing at least 120 days prior to lease expiration date.
- c) **MANAGEMENT:** OWNER shall pay AGENT a **Monthly Management Fee** as indicated in Schedule B . In addition, **HALF** of all late fees and **ALL** returned check charges, NTQ charges and other administrative charges payable by Tenant. First funds collected from tenant each month shall be applied towards all late fees, returned check charges, NTQ charges and other administrative charges and lastly to rent. If tenants do not pay these fees, AGENT may deduct these fees from Tenant's security deposit.
- d) **SALE TO EXISTING TENANT:** If AGENT places a Tenant and the Tenant buys the Property during the term of this agreement, or within 12 months after its termination, AGENT shall receive an **Existing Tenant Sales Fee** equal to four and half percent (4.5%) of the gross sale price or \$4,000, whichever is greater.
- e) **SALE OF PROPERTY:** AGENT is available to sell the Property for OWNER; however, OWNER may list the Property for sale "by owner" or with another broker. OWNER does, however, agrees to refrain from listing, advertising, or marketing the Property for sale during the term of this Agreement without notifying AGENT in writing at least 30 days in advance.
- f) **MAINTENANCE FEE:** If OWNER requires any maintenance, construction or remodeling of the Property and AGENT is responsible for supervising bidding, completion and/or inspection of such work, then AGENT's compensation shall be equal to Twenty Percent (20%) of the gross value of work completed. However, NO charge applies to any maintenance work that is conducted by AGENT's personnel or its affiliated firm(s), or work done by OWNER's personal or its affiliated firm(s) and supervised by OWNER.
- g) **CODE:** If OWNER requires AGENT to negotiate with any government authority regarding Property taxes, code violations, or other legal matters, OWNER shall pay AGENT at an hourly rate of \$750.00 per hour.
- h) **EVICITION COORDINATION FEE:** If OWNER requires AGENT to assist and participate in an eviction filing and hearing including time to file, prepare for and participate in court hearings, OWNER shall pay AGENT at an Eviction Coordination Fee of \$250.00. This does not include time to attend and/or prepare for any appeals or further court action past the initial landlord Tenant action which will be billed at \$75.00 per hour.
- i) **HOME WARRANTY:** If OWNER requires AGENT to negotiate with any home warranty program, OWNER shall pay AGENT at an hourly rate of \$750.00 per hour.
- j) **NEW ACCOUNT SETUP FEE:** OWNER shall pay a one-time \$125 new account set up fee upon becoming a new client of AGENT.
- k) **MISCELLANEOUS:** OWNER shall **pay \$5.00 per month** to cover administrative cost including charges for wire transfers to owner and from the tenant(s), fax charges, photocopy, and other minor administrative costs.
- l) **AGENT NOT REQUIRED TO ADVANCE FUNDS:** AGENT shall have no obligation to advance funds to the OWNER for any purpose whatsoever. Any funds advanced to the OWNER by AGENT shall be repaid to AGENT immediately from the OWNER's funds. Any sums due AGENT under any provision of this Agreement, and not paid within 10 days after such sums have become due, shall bear interest at the rate of 5.0% per month.



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- 5. Term of Agreement.** This Agreement continues in effect until the AGENT terminates the Agreement upon thirty (30) days written notice to the OWNER or the OWNER terminates the Agreement by thirty (30) days written notice to the AGENT. The parties understand and agree that the AGENT may withhold funds for thirty (30) days after the end of the month in which the Agreement is terminated to pay bills previously incurred but not yet invoiced and to close accounts, and to provide accounting of the bills and accounts to the OWNER. Any outstanding balances shall remain the liability of the OWNER(s) and OWNER(s) duty to pay any such expenses shall survive termination of this Agreement.

Better Than 100% Guarantee -- Notwithstanding the above, if the OWNER terminates within the first ninety (90) days for any reason all Monthly Management Fees earned will be returned to OWNER plus an additional \$200.

This Agreement may be terminated by AGENT upon 48 hours' notice to OWNER if, in AGENT's sole judgment, OWNER fails to keep the Property in a habitable condition as required under any law or governmental rule, or in AGENT's sole opinion, or OWNER attempts to unlawfully discriminate or the Property condition or use violates applicable law.

- 6. Dispute Resolution and Attorney's Fees.** If a dispute arises out of this Agreement, both parties will meet to resolve it and if an agreement is not reached at this meeting, a party may employ the American Arbitration Association, or any other arbitration panel mutually agreed upon by the parties, to arbitrate the dispute. The results of this arbitration are binding upon both parties and the arbitrator is authorized to file the decision in the applicable court of jurisdiction. The arbitrator is to award reasonable attorney's fees and costs to the prevailing party.
- 7. Dual Agency.** OWNER agrees that AGENT may also represent the tenant/buyer(s) of the Property. AGENT is a DUAL AGENT when representing both OWNER and the tenant/buyer in the lease or sale of a Property.
- 8. Financial Institution Deposit.** Funds under AGENT's control which are requested by OWNER to be sent directly to a financial institution must provide their bank routing and account number.
- 9. Notice.** All notices should be sent to the OWNER at the OWNER's Notice Address indicated on Schedule A and to the AGENT at the AGENT's Notice Address indicated on Schedule A. Either party may notify the other in writing of any changes in this notice address. All terms and conditions of this agreement are subject to change by AGENT, with a 30-day notice to OWNER.
- 10. Authorized.** OWNER warrants that OWNER is the sole OWNER of the Property or has authority to execute this Agreement on behalf of any co-OWNER and that the Property is not subject to legal proceedings for foreclosure. Any individual OWNER shall have the authority to hereafter take action and enter into further agreements with AGENT on behalf of all other CO-OWNER's.
- 11. Assignments.** AGENT may assign its rights and delegate its duties under this agreement without OWNER'S consent, provided that the assignee agrees to assume and perform each and every covenant and term of this agreement applicable to AGENT.
- 12. Entire Agreement.** This Agreement, together with any written and signed addenda or exhibits attached hereto, constitutes the entire Agreement between the parties. Any changes or modifications must be in writing and signed by the parties. This Agreement shall be binding upon the parties, their heirs, administrators, executors, and successors and assigns. Any provision of this Agreement found to be invalid or in violation of any statute, rule, regulation or common law shall be considered canceled, with the remaining provisions remaining valid and in effect.
- 13. Self-Showings.** Traditionally when a prospective tenant wants to see a property, they call the property manager or landlord and schedule an in-person showing. This often requires a lot of back-and-forth communication and leaves the prospective tenant frustrated that they cannot see the property when it fits their schedule. To solve this problem, the AGENT



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may use technology that allows prospective tenants to tour the property on their own and at their own convenience without a leasing agent in attendance.

14. Termination. If this Agreement terminates before, at the same time, or within 60 days after an expiring tenant lease agreement, OWNER shall be responsible for completing the security deposit disposition to the tenant or ex-tenant. All funds shall be distributed to OWNER within 60 days of the termination date.

15. Addendum's Attached:

- a) Schedule A - The Parties/OWNER Funds/Commencement Date
- b) Schedule B – Management Plans
- c) Schedule C – Direct Deposit Agreement Form
- d) Schedule D – Eviction Protection Program (EPP)

16. Additional Terms. The following additional terms are included:

- a) Initial Monthly Rent: _____
- b) Pets: YES / NO
- c) Yard Maintenance: Tenant Responsibility: _____ Hire Professional: _____
- d) Condo Move-In and/or Move-Out Fee (**Please note if nothing is indicated we will assume Owner Pays all Fees**)

1) **Move-In** Fee Amount \$ _____ Who Pays this Fee (mark with X) _____ Owner _____ Tenant
 2) **Move-Out** Fee Amount \$ _____ Who Pays this Fee (mark with X) _____ Owner _____ Tenant

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement on the date first above written.

By: _____ OWNER

By: _____ OWNER

By: _____ AGENT



Schedule A – The Parties/OWNER Funds/Commencement Date

This Schedule A forms part of the **Agreement** entered between **OWNER** and **AGENT**.

1. Parties

a) **AGENT:**

Del Val Realty & Property Management
49 E Lancaster Avenue, Suite 300
Malvern, Pa 19355

b) **OWNER:**

OWNER's Name:
OWNER's Notice (mailing) Address:
Phone:
Email:
Social Security or EIN:

Rental Address(es):

2. OWNER Funds

Minimum Funds on Account: \$500 (Para. 3a)

3. Commencement Date: On or about **October 1, 2019**



Schedule B – Management Plans

Please Check One

Silver Plan – “Lease Only” Plan

- **Leasing Fee:** One month's rent or \$750, whichever is greater, for each 12-month lease and 25% of one month's rent for each additional year or portion thereof

Gold Plan – “FULL Service” Monthly Management Plan

(Recommended rent price range is \$750 to \$2000)

- **Monthly Management Fee:** Seven Percent (7%) of gross monthly rents collected or \$90, whichever is greater
- **Leasing Fee:** One month's rent or \$750, whichever is greater, for each 12-month lease and 25% of one month's rent for each additional year or portion thereof
- **Lease Renewal Fee:** \$250 (only paid if we participate in a new lease – not applicable if lease automatically rolls over to a month to month situation)
- **New Account Set Up Fee:** \$125 one-time fee for new clients
- **Section 8 Set-up fee:** \$100 for each section 8 tenant we onboard
- **Miscellaneous Fee:** \$5.00/Month
- **Del Val Guarantees**
 - Our 90 day Better than 100% Guarantee
 - Our 12 Month Lease Guarantee
 - Our 100% satisfaction Monthly Agreement

Platinum Plan – “All Inclusive” Annual Management Plan

(Recommended rent price range is \$2000 and above)

- **Monthly Management Fee:** Twelve and half Percent (12.5%) of gross monthly rents collected or \$90, whichever is greater
- **Leasing Fee:** 1/2 month's rent
- **Lease Renewal Fee:** Included at no cost
- **New Account Set Up Fee:** Included at no cost
- **Section 8 Set-up fee:** Included at no cost
- **Miscellaneous Fee:** Included at no cost
- **Eviction Protection Plan:** Included at no cost
- **The “All Inclusive” plan does require a twelve-month commitment from the commencement date**
- **Del Val Guarantees**
 - Our 90 day Better than 100% Guarantee
 - Our 12 Month Lease Guarantee



Schedule C - Direct Deposit Agreement Form



I hereby authorize Del Val Realty & Property Management to initiate automatic deposits to my account at the financial institution named below.

Further, I agree not to hold Del Val responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until Del Val receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form.



Name of Financial Institution: _____

Routing Number: _____

Account Number: _____

Checking

Savings



Authorized Signature (Primary): _____ Date: _____

Authorized Signature (Joint): _____ Date: _____





Schedule D – Eviction Protection Program (EPP)

Del Val Realty & Property Management offers an **Eviction Protection Program (EPP)** where for a small monthly fee we will cover all the cost to perform an eviction including court and filing fees, attorney fees, Del Val’s fees to prepare and attend court hearings and other cost to complete the eviction and remove the non-paying tenant. Del Val will absorb all the cost of Phase I (court and Judgment) and Phase II (possession). You pay nothing! Imagine that for just 33 cents per day. This could save you between \$300.00 and \$700.00 per eviction.

The **EPP** does not include the cost associated with appeals, jury trials or counter lawsuits. If any of these were to occur, we will let you know and try to negotiate a favorable settlement on your behalf. The EPP also does not include cost related to changing locks or securing the property once the tenant(s) are removed.

To participate in the **EPP**, you must start the below payments at the beginning of the lease term, and it must be a Del Val lease. If you want to start in the middle of an existing lease, please contact us and we can discuss your options.

Fees Covered Include:

- Administrative costs to prepare and send a 5-day Notice to Quit (NTQ)
- Accumulation of all necessary documents to send to the attorney
- Court filing fee for eviction
- Court officer serving fee per defendant
- Original attorney fee
- Filing fee for writ of possession
- Writ of possession
- Court officer service fee for write of possession
- Writ of execution
- Court officer service fee to monitor that the eviction is done properly on the actual day of eviction

The fees for the **EPP** are as follows:

Service

Check One Box

Philadelphia County - \$20.00¹ / month / unit

Outside Philadelphia County - \$12.00 / month / unit

¹ Philadelphia County requires all evictions must be done through an attorney and, as result; the fees for EPP are higher in Philadelphia County versus outside the county.



Learn How to Reduce Your Monthly Fee by 1%, 2%, 3% or More!

Del Val would like to offer you a quick and easy way to save 1%, 2%, 3% or more off your monthly fee!

Simply refer friends, family members or work colleagues to Del Val and if they sign up and become a Del Val client you will save 1% per month for each referral while they remain a Del Val client. For example, if your monthly fee is 8% per month and you refer 3 people, and they become Del Val clients, your fee will be reduced by 3% to just 5% per month for as long as they are clients. It is that simple!

Please list potential referral sources below:

Name: _____

Relationship with person _____

Phone: _____

Email: _____

Number of Properties: _____

General Location of Properties: _____

Name: _____

Relationship with person _____

Phone: _____

Email: _____

Number of Properties: _____

General Location of Properties: _____