**C. HAMILTON PROPERTIES LLC**

**PROPERTY MANAGEMENT AGREEMENT**

PARTIES: This is an agreement between Property Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hereinafter called Owner and C. Hamilton Properties LLC, hereafter called CHP for (Property Manager)

PROPERTY: 1. Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2. Unit #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TERM OF AGREEMENT: This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and Terminate after

6 months. This agreement shall automatically renew on a month to month basis until written notice of termination is given by either party at least thirty (30) days prior to the expiration of the initial term or any renewal term.

CERITFICATION: Owner certifies that he or she is the legal owner of the described property and has the authority to enter into this Agreement. The owner herby employs CHP as exclusive property manager and grants CHP the exclusive right to lease and manage the described property. Owner shall provide CHP with keys to the property for the duration of this Agreement.

OWNER OBLIGATION:

1. Owner agrees to keep current in all obligations associated with the property, and to notify CHP of any imminent change of ownership, any condition of default, or if there is a risk for foreclosure
2. Owner agrees to provide proper insurance on the property
3. Owner agrees to provide required utilities to the property
4. Owner agrees to provide extermination treatments as required.
5. Owner agrees to provide regular lawn, yard care and snow removal. CHP can arrange this care for an extra charge. \_\_\_Owner agrees to have CHP arrange these services and bill owner for the same.

COMPENSATION: The owner agrees to pay CHP a commission based on the following schedule

1. 8% of Gross Rental. (Example, for gross rent of 500.00 x 10= $50)
2. One time Rental fee of $300. If tenant does not remain in apartment for more than 6 months, the apartment will be re-rented for no charge to owner.
3. The commission fees do not include such expenses as housekeeping, Laundry, Utilities, Pest extermination, lawn service, snow removal and repairs. CHP will bill the owner for such services separately.

CHP OBLIGATION TO OWNER: CHP agrees to exert its best efforts to:

1. Advertise for tenants, screen tenants and select tenants of suitable worthiness. CHP will set rents that in the opinion of the manager are reflective of market conditions at that time the apartment is being rented and lease property.
2. Maintain and repair the property as needed, to hire and to supervise all employees and other needed labor.
3. Inspect the Property as often as CHP deems necessary and in accordance with New York state law.
4. Submit to owner on a monthly basis, an accounting of rental proceeds and expenses

REPAIRS: The owner authorizes CHP to supervise unexpected repairs: to purchase supplies and pay bills therefore at the Owners expense. CHP agrees to get the prior approval of the owner on all expenditures in excess of one hundred (100) dollars for any one item, except emergency repairs in excess of the maximum. If CHP deems such repairs necessary to protect the property from serious damage or maintain services to tenants as called for in their lease.

INDEMNITY: Owner agrees to indemnify. Defend and hold harmless CHP, its agents and employees, from all claims, demands, actions for damages, and the cost incurred (attorney’s fees, court costs, claims, etc.) brought as the result of any injuries or damages sustained by Owner or Renters on the property do to any defect or condition of the property. The agreement to Indemnify survives the termination of this agreement for any claim made during the time the agreement was in force.

EXECUTION:

Executed this\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C. Hamilton Properties LLC\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_