



LEASE - MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____(DATE) and between _____(hereinafter referred to as "Owner") and EW Capital Management LLC_(hereinafter referred to as Lease Manager). Owner owns certain real property described as follows:

All that tract or parcel of land lying and being in Land Lot N/A of the N/A District, N/A Section of N/A County, Georgia and being known as: _____

According to the present system of numbering in and around this area, being more particularly described as being Lot N/A, Block N/A, Unit N/A, Phase N/A of the N/A subdivision, as per plat recorded in Plat Book N/A, Page N/A of N/A County, Georgia records together with fixtures, landscaping, improvements, appurtenances and all being collectively referred to as the "Property". The full description of said property as the same as recorded with the Clerk of the Superior Court of the county in which the property is located and is made part of this agreement by reference.

WHEREAS, Owner desires to retain Lease Manager as Owner's agent to rent, lease, operate and manage the property for and in behalf of the Owner;

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

1. **TERM OF AGREEMENT:** Lease Manager shall have the right to lease and manage the Property until both parties agree to terminate. Any renewal or extension of this Agreement must be in writing and signed by the parties. If Lease Manager fails to perform by procuring a suitable tenant for said property within 45 days, the owner has the right to rescind management agreement.
2. **LEASE MANAGER'S AUTHORITY:** The Owner hereby gives the Lease Manager the following authority and powers subject to prior approval of the Owner and Owner agrees to assume the expenses in connection with:
 - (a) Leasing term: Owner authorizes Lease Manager to offer the Property for lease for a term of no less than Twelve (12) months.
 - (b) To advertise the Property for rental; to collect rents due or to become due and give receipts; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions; to evict tenants and to recover possession of the Property; to sue in the name of the Owner under the direction of the Owner and recover rents and other sums due; and when expedient to settle, compromise and release such actions or lawsuits or reinstate such tenancies. Any such lease shall be in writing on the Owner's standard lease form then in use.

- (c) To make or cause to be made and supervise repairs and alterations, and to do decorating on the Property; to purchase supplies and pay bills therefor: the Lease Manager agrees to secure the prior approval of the Owner on all expenditures in excess of \$350, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Lease Manager such repairs are necessary to protect from damage or to maintain services to the tenants as called for in their leases. Owner shall be required to keep a minimum escrow reserve of \$350 per property on file at all times. In the event reserve is not maintained this section shall be pursuant to Article 9 in this agreement.
- (c) To hire, discharge and supervise all contractors and/or it's employees required for the operation and maintenance of the property: it being agreed that any independent contractor for maintenance or operation of property: it being agreed that any services performed by any such independent contractor shall be deemed to have been performed on behalf of the owner and not the Lease Manager. Lease Manager may perform any of its duties through Owner's attorneys, agents, or employees and shall not be responsible for their acts, defaults, or negligence if reasonable care has been exercised in their appointment and retention.
- (d) To make contracts for electricity, gas, the, water, telephone, window cleaning, trash or rubbish hauling, yard care, maintenance agreements, coin operated washers and dryers and other services as Agent deem necessary or prudent for operation of the Premise. The Owner to assume the obligations of any contract so entered into upon the termination of this agreement. All utility deposits shall be the Owners expense and shall be paid out of the Escrow Account.
- (e) To contract with others, including affiliates of Lease Manager or companies owned by Lease Manager, to perform services including, but not limited to, repairs, maintenance, accounting, data processing, record keeping, legal fees and court costs. Any such arrangement with affiliates or companies owned by the Lease Manager will be on terms fair and reasonable to the Owner and no less favorable than could reasonably be realized with unaffiliated persons or companies. The Owner is hereby aware that Lease Manager may charge for these expenses.
- (f) To institute and prosecute legal actions and proceedings in Owner's name and behalf, to terminate leases for cause, to remove tenants from Property, to recover from damage to the Property, and for such purposes, Lease Manager my employ attorneys and incur court costs and litigation costs at Owner's expense any and all of these things. Lease Manager in his discretion is also authorized to settle or compromise any such legal actions or proceedings under the Owner's direction.

3. **MANAGEMENT EXPENSES:** Owner shall be solely responsible for all expenses incurred by Lease Manager in the management of the Property. Lease Manager shall set up an account funded by Owner exclusively for authorized management transactions under this lease management agreement. Owner shall replenish the account to cover such expenses within thirty (30) days after receipt of applicable invoices. The Lease Manager shall keep accurate records on deposits and withdrawals from the account. The Lease Manager will pay to maintain account and retain any interest earned on the account.

4. **MANAGEMENT COMPENSATION:** Owner shall pay Lease Manager the sum of \$50 per month or **10% of the monthly gross rent receipts (whichever is greater)** on the 1st day of each and every month during the term of this agreement following the commencement of the first month lease, commencing upon the execution hereof. The term gross receipts shall be deemed to include all rents and other income and charges from the normal operation of the Premises, including, but not limited to, rents parking receipts, laundry income, collected and/or forfeited security deposits, pet deposits and other fees and deposits and other miscellaneous income. Gross receipts shall NOT be deemed to include the special charges or interest on security deposits or income arising out of the state of real property and items of a similar nature. If Owner approves or allows a tenant to pay partial rent or stay in the unit with unpaid rent, the Monthly Management Fee will be charged, as if the full rent was paid.
- (a) **INITIAL MANAGEMENT SET-UP FEE:** Initial management set-up fee will be assessed in the amount of \$100 and is assessed at the first time of executing a Leasing/Management Agreement on this property. This fee shall include set up for ACH service for payment, placing yard sign, photos, and inspection for turn-key service. This fee is non-refundable.
- (b) **TENANT LEASING FEES:** Tenant Leasing Fees will be assessed in the amount of **100%** of the first month's rent for any lease. This fee is non-refundable.
- (c) **TENANT LEASE RENEWAL FEES:** For the negotiation of renewals of any existing Residential Rental Agreement, a fee of twenty five **(25) percent of the gross monthly rent** will be assessed for any lease of twelve (12) months or longer. This fee is non-refundable.
- (d) **LATE FEES:** Late fees paid by the tenant; for late rent; are split 50/50 with Owner.
5. **SALE OF PROPERTY:** If Owner sells the Property to a lessee during the term period of this agreement, Owner will pay Lease Manager a compensation of \$1000.00 or 6% percent of the sales price if EW Capital Management is the procuring cause of sell.
6. **NON-DISCRIMINATION:** Owner and Lease Manager are subject to state and federal civil rights and discrimination laws, which prohibit discrimination on the basis of race, age, color, sex, religion, national origin, familial or handicap status. Neither Owner nor Lease Manager will perform any act, which would have the effect of discriminating against any person in violation of law.
7. **CONDITION OF PROPERTY:** Owner certifies that all systems and furnished appliances are in working condition. Owner certifies that the Property is in good and habitable condition now and Owner, will at all times, be responsible for the maintenance of the property in good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Upon the execution of this Agreement, Owner will provide two sets of keys for the property and ensure the Property is clean and the grounds are in good condition. Owner certifies that the roof does not leak and that water does not enter living or basement areas from rain or other subterranean sources.
8. **MISCELLANEOUS CHARGES:** Lease Manager is authorized to collect from the tenant for Owner's account, charges of late payment of rent, bad check processing, administrative fees, credit reports, and such other matters as Lease Manager may deem necessary. It is also understood that \$300.00 for all counties except DeKalb County, cost of \$350.00, will be paid to the Lease Manager to start any eviction. If a writ of possession is issued by the court then an additional \$295.00 for all counties except DeKalb County, cost of \$385, will be paid the Lease Manager. These additional

expenses will be charged back to the tenant for recovery. If there are additional charges from the attorney then these would be paid by the Owner.

9. **AGENT NOT REQUIRED TO ADVANCE FUNDS:** In the event that the Owner's balance in the Escrow Account is at anytime insufficient to pay disbursements due and payable under Section 3, Owner shall, immediately upon notice, remit to Agent sufficient funds to cover the deficiency. In no event shall Agent be required to use its own funds to pay such disbursements. Nor shall Agent be required to advance monies to Owner or to any Escrow account. Any deficiency in funds owed by owner shall be considered a loan subject to repayment with interest, and Owner hereby agrees to reimburse Agent, including interest and hereby authorizes Agent to deduct such amounts from any amounts due owner. Any sums due agent under any provision of this Agreement, not paid within in fifteen (15) days after such sums have become due, shall bear interest at a rate of 20% APR, however not less than Thirty Dollars (\$30) per month, until paid in full. Mailing or emailing monthly statement or invoice of income and expenses indicating a deficient Owner balance shall be sufficient notice to Owner of balance due. In the event that an action is brought by the Agent to recover any monies due Agent, for services rendered to the Owner as the owner of this agreement, Owner agrees to pay Agent's reasonable attorney fees in connection therewith.
10. **INDEMNITY:** To the maximum extent allowed by applicable law, Owner shall indemnify, defend, and save harmless Lease Manager and all its subsidiaries, affiliates, parent companies, employees, owners, officers, agents, subcontractors and representatives (hereinafter "Indemnities") from any and all claims, demands, suits, actions, proceeds, loss, cost, and damages of every kind and description, including attorney's fees and all litigation expenses, that may be brought or made against or incurred by Indemnities on account of loss of or damages to any property or for injuries to or death of any person, including, but not necessarily limited to tenants, arising out of or related to, any breach of the terms of this Agreement by Owner or from any act or omission of Owner, its employees, agents, representatives, or its subcontractors or their employees, agents, or arising from or in connection to or in any way, arising out of the lease or managing of the Property. Owner's obligation under this indemnity agreement shall not extend to any liability to the extent caused by the gross negligence or willful misconduct of Lease Manager or of its employees, agents, officers or representatives.
11. **INDEMNITY LIMITATION:** This indemnification obligation shall be limited to the amount of any insurance maintained by Owner or the amounts of insurance required of Owner herein.
12. **INSURANCE:** Owner understands that it is his or her sole responsibility to maintain adequate fire and extended insurance coverage on the property, and Owner shall, at all times while this agreement is in effect, and at Owners sole expense, carry and maintain as a minimum, insurance as follows:

General Liability:

Bodily Injury - \$100,000 per occurrence

Property Damage - \$100,000 per occurrence

At least once per year, or per the renewal period if shorter than 12 months, the Owner shall have the insurance carrier or Lease Manager furnish to the Lease Manager appropriate Certificates of Insurance certifying that all insurance required under this Agreement is in full force and effect, citing the expiration date of each policy and that the insurance will not be cancelled or materially modified during the term of this agreement without 30 days prior written notice to Lease Manager. The certificate shall name Lease Manager as an additional named insured under the General Liability Policy for all claims arising from or related to the Property. In addition, any Contractor's policy shall

provide for a waiver of subrogation in favor of Lease Manager.

13. **OTHER PROVISIONS:**

- (a) **Binding Effect, Entire Agreement, Modification, Assignment:** This agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. The agreement constitutes the sole and entire agreement between the parties hereto and no modification or assignment of this Agreement shall be binding unless signed by all parties to this Agreement. Assignment must be in writing subject to approval of the Owner. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.
- (b) **Interpretation:** This Agreement is intended as a contract for the management of real property by the Lease Manager on behalf of the Owner and shall be interpreted in accordance with laws of the State of Georgia.
- (c) **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- (d) **Notices:** All notices or other communications required to be given under this Agreement, or otherwise necessary to be given, shall be deemed to have been properly given to Owner at the address shown below Owner's signature; and to the Lease Manager. Either party may change the address to receive such notices by giving the other party ten (10) day's prior written notice of any such change.
- (e) **Disclaimer:** Owner agrees that Lease Manager shall not be responsible to advise Owner on any matter, including but not limited to the following: insurance, any matter which could have been revealed through a survey, title search, or inspection of the Property; hazardous or toxic materials; the tax or legal consequences of any lease transaction; the appraised or future value of the Property; any condition(s) existing off the Property which may affect the Property; the credit worthiness of prospective tenants; the uses and zoning of the Property whether permitted or proposed; and any matter relating to crime and security in and around the Property. Owner acknowledges that Lease Manager is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern to him, he shall seek independent expert advice relative thereto.
- (f) **Headings:** All heading and sub-headings employed within this agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this agreement.
- (g) **Entire Agreement:** This Leasing/Management Agreement and any attached addenda constitute the entire agreement between the parties and no oral statement not reduced to writing shall be binding
- (h) **Termination and Renewal:** This agreement may be cancelled by Owner before the termination date specified in PARAGRAPH one (1) on not less than 30 days prior written notice to Lease Manager. In the event the agreement is cancelled early all promotional balances will have to be paid in full and Owner will pay a cancellation fee equivalent to one month's rent.

14. **POLICY ON AGENCY:** The Lease Manager is that of the Owner's Agent.
15. **SPECIAL STIPULATIONS:** The following special stipulations, if conflicting with any preceding paragraph, shall control.
16. **Addendum:** Please note that the Owners Manual is a binding portion of this document and is here by recognized as a addendum.

Legal Notice for Service of Process is:

EW Capital Management LLC
c/o Business Filings, Inc.
3527 Roosevelt Hwy
College Park, GA 30349

BY SIGNING THIS AGREEMENT, ALL PARTIES ACKNOWLEDGE THAT: (1) ALL PARTIES HAVE READ ALL PROVISIONS HERIN; (2) ALL PARTIES UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A CURRENT LEASING / MANAGEMENT AGREEMENT WITH ANY OTHER ENTITY.

OWNER

Name/Date

Lease Manager/Date

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