

ASSET REALTY MANAGEMENT  
PROPERTY MANAGEMENT AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, hereinafter called "Owner", and Asset Realty Management (ARM), hereinafter called "Agent". Each party is jointly and severally liable for performance of all other terms of this Agreement

**WITNESSETH**

In consideration of the mutual promises and covenants herein contained, Owner and Agent agree as follows:

1. **PREMISES.** Owner hereby appoints and employs Agent, the sole and exclusive right to manage and rent the Owner's property (hereinafter called the "Premises"), located at:

\_\_\_\_\_

\_\_\_\_\_

1. **AUTHORIZATIONS.** Owner authorizes, by the execution of this Agreement, Agent to perform duties to include, but not limited to:
  - a. Collect and hold rental monies in Agent's "Property Management" account, and collect and hold security deposits in Agents "Security Deposit" account;
  - b. Enter into rental agreements and sign such rental agreements on behalf of the Owner only when Owner is not available for signatures;
  - c. Obtain credit, eviction and/or criminal reports of prospective tenants;
  - d. Enter into contractual agreements for services and supplies for the maintenance and repair of the Premises when needed, and disperse funds for those authorized services and supplies in an amount not to exceed \$500 per contract, and if the said contract exceeds said amount, the Owner will be notified for approval prior to the contract being entered into, and if Owner is not readily available and if the service is needed for the immediate welfare and safety of either the tenants or buildings, Agent has Owner's authorization to enter into such contractual agreements in excess of the above limitation. Owner shall be notified of any repairs needed and has the right to conduct his own repairs. If Owner chooses for Agent to conduct repairs, compensation will follow exhibit #1.
  - e. Initiate and follow through legal eviction proceedings when needed;
  - f. Advertise and market the Premises to include displaying the Agent's for rent/lease sign;
  - g. Displaying the Agent's sign in and upon the Premises announcing that said property is under the Agent's management;
  - h. Cause each rental unit and building to be maintained and repaired as needed, to include but not limited to roof repair or replacement, sidewalk repair, parking lot repair, fencing repair, exterior painting, landscaping, etc.;
  - i. Cause each vacant unit to be cleaned, painted, carpets cleaned or replaced if needed, and each unit made ready for re-renting as soon as possible.
2. **OWNER'S MONIES.** Agent shall open an operating bank account in Agent's name 'for the benefit' of Owner. Agent shall collect and disperse Owner's funds for authorized services and supplies from said account. Agent shall retain an Owner reserve balance of \$500. TN law requires that Security Deposits be maintained in a separate Trust Account. Agent has separate trust account set up for these purposes. Agent has and uses a preferred bank, which Owner is welcome to open accounts at, in order for Agent to deposit monthly net rents. This can expedite the payment process. This account would be the sole responsibility of Owner.
3. **AGENT'S COMPENSATION.** Owner agrees to pay the Agent, as compensation, the fees shown on the attached Exhibit #1 and made a part of this Agreement.

4. **SALES AGREEMENT.** If the Owner chooses to sell the above noted property, they shall have the right to utilize Asset Realty Management sales division to list, market and sell the property. The compensation shall be:
  - a. If Owner sells to the tenant located by Asset Realty Management and Owner negotiates terms, contracts, legal items, etc. with the tenant, the Owner will compensate Asset Realty Management 1% of the sales price at closing.
  - b. If Owner sells to the tenant located by Asset Realty Management and Owner chooses to have ARM negotiate terms, contracts, legal items, etc. with the tenant, the Owner will compensate Asset Realty Management 2% of the sales price at closing.
  - c. If Owner decides to have Asset Realty Management list said property on the MLS or open market, the Owner will compensate Asset Realty Management 3% of the sales price at closing (which represents a 1% discount from market rates).
  
5. **REPORTS & FUNDS.** Owner has access to Agents property management software on line. This can be accessed by Owner at any time. Agent shall pay Owner, by electronic funds transfer, the remaining net proceeds less any amount required to maintain the reserve deposit (#3 above) beyond the initial month. Within 30 calendar days of year's end, the Agent shall provide Owner a detailed compilation of each unit, building and Premises.
  
6. **OWNER OBLIGATIONS.** Unless notified otherwise by the Owner, the Agent shall determine:
  - a. Each unit's rent amount (to be discussed with Owner);
  - b. If utilities (water, sewer, garbage, and electricity) are included in the rent, or to be paid independently by the tenant;
  - c. The required security deposit per unit; and
  - d. Any additional rent, fees, or deposits required to be paid by tenant.

Owner shall refer all inquiries received by the Owner for rentals or agreements for rental of Premises, and Agent shall conduct all negotiations connected therewith. All successful rental applicants shall be required to pay a security deposit. Owner shall pay all real estate property taxes, fire, casualty, and extended coverage insurance premiums on the Premises.
  
7. **INSURANCE, FEES & TAXES.** Owner shall procure and maintain during the term of this Agreement, comprehensive general public liability insurance, including such other insurance as required by the Agent for the protection of Owner and Agent, specifically insurance naming Agent as "additional insured". Each party is responsible for their own taxes, fees, insurance, filings, licenses and/or other relevant to the operations of each owns business.
  
8. **INDEMNIFICATIONS.** Owner agrees to indemnify, hold and save Agent free and harmless from any and all damages or injuries to person or property or claims, actions, obligations, liabilities, costs, expense, and fees by reason of any cause whatsoever, except for the gross negligence or willful misconduct of the Agent, or it's employees, when Agent is carrying out the provisions of this Agreement.
  
9. **INSPECTIONS.** All files and documents pertaining to the maintenance and repair of the Premises shall be maintained at the Agent's office. Owner reserves the right to inspect and review all rental agreements, all documentation of the contractual agreements for services and supplies for the maintenance and repair of the Premises.
  
10. **CODE.** Owner and Agent agree to comply with all statutes, ordinances, laws, regulations, rules, codes, and orders of any federal, state, or local government or department, agency or office thereof having jurisdiction of said Premises respecting the use, operation, or construction thereof
  
11. **LEINS, BONDS, ASSESSMENTS.** Agent is not, and never shall be, liable to any creditor of the Owner or to any claimant against the Premises of the Owner.
  
12. **TERM:** The term of this Agreement shall run 1 year (365 days) from the signing of this contract date or the last day of the tenant lease, whichever comes last, unless cancelled by either party relevant to paragraph 13, below. Should the term end and no other Agreement supersedes the original

Agreement, the terms of this Agreement shall continue as such until either party notifies each other in writing with intention to change, renew and/or terminate.

13. **TERMINATION.** The terms of this agreement shall automatically renew each year unless notified in writing on or before 30 days prior to the expiration/renewal date or any such renewal period. Either party hereto has the right to notify the other, in writing, that it elects to terminate this agreement, in which case this agreement shall thereby terminate on said last mentioned date. In events where there is a lease or leases still in effect at the date of termination of this agreement, the Owner agrees to pay the agent, upon close out of Owner Financials, the agreed monthly management fee for the unexpired term of the lease or leases or in the case of a lease being month to month, owner will pay to agent 6 months of monthly leasing fees.
14. **AMENDMENTS.** This agreement shall not be changed or modified except in writing and signed by both parties.
15. **NOTICES.** Any notice which either party may or is required to give, shall be considered given or served if (i) delivered in writing personally, (ii) sent by United States Postal Service, postage prepaid certified return receipt requested, or (iii) sent by overnight mail by a reputable national overnight carrier such as Federal Express, to Agent at Asset Realty Management (ARM), PO Box 5824, Knoxville, TN 37928, to Owner at: \_\_\_\_\_, or at such place as may be designated by either party. Date of service of notice served to the other party personally shall be the date such notice is delivered to the other party. Date of service of notice sent by United States Postal Service shall be three business days following the date on which such notice is deposited in a Post Office of the United States Post Office Department. Date of service of notice sent by overnight mail by a reputable national overnight carrier such as Federal Express shall be the following business day.
16. **SECTION CAPTIONS.** The captions appearing under the article number designations of this Agreement and numbers and footers are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. It is agreed that while the singular pronoun only is used in the foregoing Agreement, it shall be construed as masculine, feminine, or neuter, and as either singular or plural, as might be applicable to the parties to this Agreement.
17. **ATTORNEYS FEES.** If it becomes necessary for either party hereto to refer this Agreement to an attorney for enforcement of any provision herein set forth or for collection of any amount due hereunder, the non-prevailing party therein shall pay or shall reimburse the prevailing party hereto for all costs and expenses incurred by the prevailing party in connection therewith, including, without limitation, reasonable attorney's fees.
18. **GOVERNING LAW.** This Agreement and the rights and obligations of the Owner and Agent herein shall be interpreted, construed, and enforced in accordance with the laws of the State of Tennessee and within the county where the Premises are located.
19. **SEVERABILITY.** In the event that any article or apart thereof of this Agreement is determined to be invalid or unenforceable by a court of law, then such invalidity or unenforceability shall not affect the remainder of this Agreement. The rights of the parties under this Agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law. It is further understood and agreed that, this Agreement is the result of mutual negotiations and should this Agreement or any article or apart thereof of this Agreement become the subject of a dispute or controversy in any legal or equitable proceeding, said remainder shall not be construed as detrimental to one party because that party drafted said Articles.
20. **COMPLETE AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the principals and their respective heirs, executors, administrators, successors, and contains the final and entire agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

21. **SIGNATURES.** If a party to this Agreement is a corporation or limited liability corporation, each of the persons executing this Agreement on behalf of a party hereof warrants to the other party that the person is duly authorized by the corporation to sign this Agreement, and that the party has full right and authority to enter into this Agreement, and that the party is an existing corporation and qualified to do business in the state in which the Premises are located, and if a party to this Agreement is not a corporation or limited liability corporation, that party warrants that they have the legal authority to execute this Agreement. Upon either party's request, the other shall provide evidence satisfactorily confirming these representations promptly.

IN WITNESS WHEREOF the parties have signed their name on the day and year written below. The date of this Agreement shall be the date the last party (Agent or Owner) hereto signed this Agreement.

Agent

Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Michael E Cohen  
Principal Broker

**EXHIBIT # 1**

**Asset Realty Management (ARM)  
A Professional Property Management Services Company**

|                                  |                                  |
|----------------------------------|----------------------------------|
| <b>Property Management Fees:</b> | <b>10% of gross income</b>       |
| Accounting                       | Included                         |
| Phone Services                   | Included                         |
| Servicing Rental Agreements      | Included                         |
| Travel to Rental Units           | Included                         |
| Vehicle Maintenance/Gas          | Included                         |
| Filing and Documentation         | Included                         |
| Mailing and Postage              | Included                         |
| Monthly Management Reports       | Included                         |
| Annual Management Reports        | Included                         |
| Unit Inspection (termination)    | Included                         |
| <br>                             |                                  |
| Late Fee Income                  | 50% of late fee income collected |

|  |                                |
|--|--------------------------------|
| <b>New Rental Fee per Unit</b>   | <b>First Full Month's rent</b> |
| <b>(will not be charged more than one time per 12 month period or one calendar year)</b> |                                |
| <b>Renewal Rental Fee</b>  | <b>¼ month rent</b>            |
| <br>   |                                |
| Application process  | Included                       |
| Credit Report Cost   | Included                       |
| Reference Verification   | Included                       |
| Vacancy Showing  | Included                       |
| Unit Inspection (possession)   | Included                       |
| Lease Agreement Completion   | Included                       |

**Supervision and Inspection of  
Subcontractor/legal filings  
(routine maintenance is exempt):**      **10% of Job Cost**

Agent

Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Michael E Cohen  
Principal Broker

# Asset Realty MANAGEMENT

Real Estate Sales and Property Management

Welcome to Asset Realty Management! We are delighted to be serving as your management company.

Attached you will find:

1. A general information page to keep on file about you and your property (PLEASE COMPLETE AN ADDITIONAL PAGE FOR EACH SEPARATE PROPERTY)
2. A W-9
3. A Bank Authorization Direct Deposit form
4. Information about our rental owner portion of our website which will have all your property financial information in real time
5. Contact information with names, numbers and how to contact us

Please return items 1, 2 and 3 for us to keep on file. Please let us know at any time if your contact information changes.

Also,

- Please contact your insurance company and add Asset Realty Management as an “additional insured”.
- Please also provide us with a copy of the insurance declaration page.
- Please contact your utility carrier to have Asset Realty Management (Marie Sharpe - Knoxville Area or Sally Howe - Sevier County) added as Property Manager authorized to make changes on your account and also request a change of the mailing address to Asset Realty, PO Box 5824, Knoxville, TN 37928.
- Please provide a copy of your Drivers License.

Again, we are so glad that you have chosen Asset Realty Management.

Sincerely,

*Michael Cohen*

Asset Realty Management

# Asset Realty MANAGEMENT

Real Estate Sales and Property Management

1. Owner Name(s): \_\_\_\_\_
2. Owner phone: home: \_\_\_\_\_ cell: \_\_\_\_\_  
(Please indicate preferred method of contact by marking with an X)
3. Owner Fax: \_\_\_\_\_
4. Owner email(s): \_\_\_\_\_
5. Property Address: \_\_\_\_\_  
PLEASE COMPLETE A SEPARATE PAGE FOR EACH SEPARATE PROPERTY
6. Homeowners Insurance Information: Policy Number \_\_\_\_\_ provide copy  
Insurance Company/Carrier: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_
7. Is there a Homeowners Association?    Y    N    If Yes, provide copy of By-Laws and Covenants  
HOA Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Number: \_\_\_\_\_
8. Is there a Home Warranty Insurance Policy on this property?:    Y    N    If yes, provide copy
9. Is there an Appliance Insurance Policy for this property?:    Y    N    If yes, provide copy
10. Is property vacant?:    Y    N  
  
If Yes, Date available: \_\_\_\_\_  
PLEASE NOTE: Property will be listed as available when it is rent ready and showable.  
  
If No, Provide tenant contact information and lease copy.  
PLEASE NOTE: Tenant contact information, application, lease agreement, tenant ledger, tenant paid security deposit must be provided for each tenant in each unit (for multiple units).
11. # of units at property: \_\_\_\_\_
12. Property type:    home / condo / townhome / apartment / duplex / muti unit complex
13. Sq Ft of each unit: #1 \_\_\_\_\_, #2 \_\_\_\_\_, #3 \_\_\_\_\_, #4 \_\_\_\_\_

(Include additional sheets as necessary for multiple unit complex greater than 4 units)

14. Number of bedrooms/bathrooms per unit: #1\_\_\_\_\_, #2\_\_\_\_\_, #3\_\_\_\_\_, #4\_\_\_\_\_  
(Include additional sheets as necessary if multiple unit complex greater than 4 units)

15. Property Description -for advertising (include: upstairs/down, front/back, end/middle, side right/left)

#1/  
A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ #2/

B \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ #3/

C \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ #4/

D \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. Desired monthly rental price range: from (minimum) \$ \_\_\_\_\_ to \$ \_\_\_\_\_

17. Desired security deposit:\$ \_\_\_\_\_

18. Do you allow Section 8 tenants (HUD/KCDC vouchers): Y N

19. Do you allow: DOGS CATS OTHER NONE maximum # pets \_\_\_\_\_ lbs# \_\_\_\_\_

20. Please check the appropriate amenities:

Air conditioning unit\_\_\_\_, central air\_\_\_\_, ceiling fans\_\_\_\_, heat-electric\_\_\_\_, gas\_\_\_\_, oil\_\_\_\_, propane\_\_\_\_,  
City water\_\_\_\_, city sewage\_\_\_\_, septic system\_\_\_\_, well\_\_\_\_  
oven/range\_\_\_\_, microwave\_\_\_\_, refrigerator\_\_\_\_, dishwasher\_\_\_\_, disposal\_\_\_\_, washer/dryer\_\_\_\_,  
laundry room/hookups\_\_\_\_, walk-in closets\_\_\_\_, balcony/deck/patio\_\_\_\_, fireplace\_\_\_\_, hardwood floors\_\_\_\_,  
fenced yard\_\_\_\_, cable-ready\_\_\_\_, high speed internet ready\_\_\_\_, outside storage\_\_\_\_, addl inside storage\_\_\_\_

garage parking\_\_\_\_, carport\_\_\_\_, off street parking\_\_\_\_, street parking\_\_\_\_, designated parking area/spot\_\_\_\_  
House Keys #\_\_\_\_, Garage Door Opener #\_\_\_\_, Storage/Shed Keys #\_\_\_\_, Mail Box No\_\_\_\_\_ Keys #\_\_\_\_  
Pool\_\_\_\_, Hot Tub\_\_\_\_,  
Garbage Collection – City service\_\_\_\_, tenant responsibility\_\_\_\_ Lawn maintenance – Owner\_\_\_\_ tenant\_\_\_\_  
Other amenities or utilities included:\_\_\_\_\_

Areas of the house or property that are restricted (unavailable for use)\_\_\_\_\_

21. Name and Account numbers of utility provider(s). (Please call Utility Company to set up a property management agreement as required by utility company):

Electric Company

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Contact Number \_\_\_\_\_

Account Number \_\_\_\_\_

Gas Company

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Contact Number \_\_\_\_\_

Account Number \_\_\_\_\_

Water/Sewer Company

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Contact Number \_\_\_\_\_

Account Number \_\_\_\_\_

Oil/Propane

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone/Contact Number \_\_\_\_\_

Account Number \_\_\_\_\_

When was tank last filled? \_\_\_\_\_

Are you on Automatic refill service? Y N

22. School System:

Elementary School: \_\_\_\_\_

Intermediate School: \_\_\_\_\_

Middle School: \_\_\_\_\_

High School: \_\_\_\_\_

**PLEASE ENSURE THAT YOU CONTACT YOUR UTILITY COMPANY PROVIDER TO SET UP A PROPERTY MANAGEMENT AGREEMENT.** Failure to do so can result in you (the owner) receiving bills when services should have been transferred.

Please use the following billing address for all utility service invoices to ensure prompt payment:

Asset Realty Management  
P O Box 5824  
Knoxville, TN 37928

In addition, without a property management agreement on file, services may be terminated by the tenant which could result in you (the owner) having costly service connection fees incurred between tenants, or worse, could result in inactive services during times of extreme temperatures.





# Asset Realty MANAGEMENT

Real Estate Sales and Property Management

Welcome to our property management software "Buildium! " Very soon you will be receiving a system-generated email giving you a login and password.

This program is very user-friendly but here are some highlights to help you navigate the site.

To view receipts for expenses or to see details on income:

1. Go to Home tab
2. In the right-hand, blue box, choose the property
3. In the left-hand blue box, choose the basis (generally cash, unless you want to see rent income charged)
4. In the left-hand blue box, choose the time frame
5. Click on the plus sign to the left of the property name in the middle of the screen
6. You will see a yellow screen with income and expenses from the chosen period
7. Anything that is written in blue, you can click on to see further detail

To view Rent Roll Reports:

1. Go to Reports Tab
2. In the right-hand, blue box, choose the property
3. Chose the Rent Roll report under Rental Reports
4. Chose appropriate parameters (standard format is Adobe Reader and will generate a pdf)

To view Income and Expense Report:

1. Go to Reports Tab
2. In the right-hand, blue box, choose the property
3. Chose the Income Statement report (or Income Statement Detailed) under Financial Reports
4. Chose appropriate parameters (standard format is Adobe Reader and will generate a pdf)

To view Rental Owner Reports (this is the report from which we determine Net Rents disbursements for the month):

1. Go to Reports Tab
2. In the right-hand, blue box, choose the property
3. Chose the Rental Owner Statement report under Financial Reports
4. Chose appropriate parameters (standard format is Adobe Reader and will generate a pdf)

We hope you find this data helpful and if we can be of any assistance, please do not hesitate to contact us.

# Asset Realty MANAGEMENT

Real Estate Sales and Property Management

## Physical Address:

Asset Realty Management  
4420 Whittle Springs Rd, Suite B (upper level)  
Knoxville, TN 37917

Phone (865) 247-0027  
Fax (865) 688-5780

## Mailing/Billing Address:

Asset Realty Management  
P O Box 5824  
Knoxville, TN 37928

## Principal Broker:

Michael E Cohen  
Office (865) 622-6730  
Mobile (865) 898-1234  
[mike@armtn.com](mailto:mike@armtn.com)

## Property Manager(s):

Marie Sharpe  
Office (865) 622-6732  
Mobile (865) 405-6891  
[marie@armtn.com](mailto:marie@armtn.com)

For general information visit our website at [www.armtn.com](http://www.armtn.com)

- KUB
- Knoxville Utilities Board
- www.Kub.org

Customer service  
865-524-2911

## • *Property Management Plan*

As a property owner, you may be too busy to call and transfer service back to your name every time a tenant moves out. And those \$20 transfer fees can really add up.

By participating in the **Property Management Plan (PMP)**, you will -

- Add or remove properties online
- Start service or leave a 3-day notice online
- Save time and effort in transferring services
- Save money on transfer fees or connections charges
- Have access to utilities regardless of property rental status
- Eliminate concern about pipes bursting in cold weather
- Eliminate worry over whether or not you remembered to have utility services transferred back to your name

Under this plan, when a tenant issues a disconnect order, all available KUB services on the account will automatically revert to you, the landlord, eliminating inconvenient interruptions of service. You can choose to receive notice of this disconnection by e-mail or letter, or you can opt out of either type of notification.

KUB waives the transfer fee for you, since this agreement is pre-authorized and results in reduced order time for us.

The utility service(s) will remain on in your name until a new tenant provides us with authorization for service. If a tenant's service is disconnected due to non-payment, the PMP for that service address is suspended, and the service will remain off until you notify KUB to reconnect the service or you place a start for the service through your online account.

To participate in the Property Management Plan, your KUB account must remain in good standing. Late payments may result in removal of your properties from the PMP and/or deposit requirements.

**Does this plan sound right for you?** Click on the '**Enroll in the Property Management Plan**' button at the top of this page to get started.

**Are you already a PMP participant?** Click on the '**Manage Your Existing PMP Account(s)**' button at the top of the page to view the status of your properties, add or remove properties, start service, or leave three-day notices quickly and easily.

