

## PROPERTY MANAGEMENT AGREEMENT

The agreement is made on \_\_\_\_\_ (date) between Peake Management, Inc.  
and \_\_\_\_\_ (Landlord / Owner) who agree(s) to contact Agent promptly of any  
change of address, telephone number or email address, or any other contact information.

Home Phone: \_\_\_\_\_ Office Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Current Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

All notices will be mailed to Landlord at: \_\_\_\_\_

and **Peake Management, Inc.** (Agent/Manager) who agree as follows:

- 1. Right to Manage Property:** The Landlord appoints and grants Agent the exclusive right to manage:  
\_\_\_\_\_ (Premises), which is part of  
\_\_\_\_\_ Owners Association. Landlord will provide the Rules and Regulations  
to the Agent and disclose any restriction that may impact the rentability or use of the Premises, including restrictions  
on cars, pets or length of lease
- 2. Term:** The term of this Agreement shall be for an initial period of one (1) year, beginning on \_\_\_\_\_  
\_\_\_\_\_ and ending the last day of \_\_\_\_\_. This Agreement shall automatically renew from year to year  
unless terminated or the property is sold.
- 3. Landlord Representations:** Landlord shall be responsible for obtaining and maintaining any rental licenses required by  
any governmental body. Landlord represents that the Premises are in compliance with local zoning and building codes.  
If a violation is discovered, Landlord agrees to promptly bring the property in compliance. Check with local ordinances  
about the current smoke and carbon monoxide detector requirements. Typically a 10-year smoke detector must be  
installed in each bedroom and on each level and a carbon dioxide detector on each level (even if there is no fossil fuel in  
the house).
  - **PMIF:** The Landlord agrees to promptly complete the Property Management Information Form (PMIF) to the best  
of his/her ability which includes all the pertinent information about the property and directions to the property  
management team. This form will be made part of this Agreement.
- 4. Tenant Purchase of Property:** If the Tenant purchases the property during the lease, or any extension of the lease,  
Landlord agrees to pay Broker a discounted sales commission of 4% of the gross sales price to facilitate the sale. If the  
Tenant uses an outside agent, this commission will be split between the two brokerages.

Landlord Initial(s) \_\_\_\_\_

Agent \_\_\_\_\_

5. **Leasing of the Premises and Fair Housing:** If the property is to be leased, a separate leasing agreement with Peake Real Estate Group LLC will be executed between the parties. Landlord agrees that Agent shall manage Premises in accordance with all applicable Fair Housing Laws and Regulations and shall not discriminate against anyone because of race, color, religion, sex, national origin, age, familial status, sexual orientation or handicap as currently defined by the law.
6. Landlord grants to Agent the authority and power at Landlord's expense and in Landlord's name to perform with diligence the following normal management services:
- A. **Receive Rents:** To collect all rents in accordance with the Leases and to keep records of the receipts and expenditures for the Premises and to deposit all Landlord funds collected by Agent in a separate escrow account in a federally insured institution in Virginia. Agent shall not be held liable in the event of a bankruptcy or failure of the depository.
  - B. **Security Deposit:** To retain the Tenant's Security Deposit in escrow for the duration of the Lease and any extensions and to refund the Deposit in accordance with the terms of the Lease.
  - C. **Inspections:** Agent shall make inspections of the Premises at time of occupancy, when Tenant vacates, and at such other times as the Agent deems advisable. Landlord shall promptly complete the Lead-Based Paint Disclosure for Rentals form, if applicable. Landlord further grants the Agent the authority and power to contract for a professional inspection of the Premises and complete such forms as may be necessary to comply with the Lease or the Law.
  - D. **Statements and Reporting:** Agent shall keep accurate records of the receipts, expenditures and charges for Premises and furnish Landlord with a monthly statement. Agent shall submit a for 1099-MISC to the IRS each calendar year with the SS # or Tax ID # on file showing total rental income from the Premises. In addition, Agent shall provide a year-end summary of the income and expenses collected and paid for through the Agent to facilitate Landlord tax preparation.
  - E. **Remit Net Rent.** Landlord agrees that Agent may remit the net rent due via ACH as noted in the PMIF. Agent does not send checks as electronic transfer is more secure.
  - F. **Power and Authority of Agent:** Agent may terminate tenancies, sign service contracts, and in the Landlord's name be designated by the Landlord as HOA/Condo Association proxy . Landlord will provide the HOA/Condo Association written designation of the Agent as the lot owner's authorized representative with respect to any Lease, as provide for by HOA/Condo Association Declaration or Virginia Law.
  - G. **Terminate Tenancies:** Agent may, in the Landlord's name, serve Notices, institute and prosecute actions to evict Tenants and to recover possession of the Premises; to sue for and recover rent; to settle, compromise and release such actions or suits, or reinstate such tenancies using guidelines provided by the Landlord or after personal consultation with the Landlord.

Landlord Initial(s) \_\_\_\_\_

Agent \_\_\_\_\_

**H. Authority To Sign Leases:** Agent may negotiate, prepare and sign all leases as Agent of the Owner, and to cancel or modify existing leases.. No Lease shall be in excess of 3 years without approval of the Landlord.

**I. Repairs and Maintenance:** Landlord grants the agent to make or cause to be made all ordinary repairs and replacements necessary to preserve the Premises and to make all alterations necessary to comply with Lease requirements, governmental regulations or insurance requirements, to arrange for necessary decorating of the Premises, to enter in to agreements for all essential repairs, maintenance, utility services and other services to and for the Premises, to purchase supplies and to pay all bills as provided in the PMIF.

Unless otherwise agreed to in writing by the Parties, all repairs arranged by the Agent are to be performed by a contractor licensed to do the type of work required.

Any repairs to Premises which would disturb painted surfaces shall be performed by a certified lead-based paint renovator if Premise was constructed prior to 1978, if required by law.

Any cost in excess of \$500 must be approved by the Landlord in advance except in the case of emergency. An Emergency exists if, in the exercise of the Agent's professional judgment, the use and enjoyment of the Premises is substantially diminished or repairs are necessary for the safety and/or preservation of the Premises, to avoid the suspension of any essential services to the Premises, to avoid danger to life or property, to to comply with any law or ordinance.

**Service Provider Referral:** Agent, or one of Agent's Associates may refer a service provider to assist Landlord in this Agreement. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Landlord is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with the Landlord. Landlord is free to reject any referred service provider for any or no reason.

**J. Utilities:** At the Landlord's expense, Agent shall arrange to connect, and keep the utilities and other services on between tenancies assuming there are funds available to pay for the utilities and lawn care, etc.

**K. Smoke Detector/Carbon Monoxide Check:** The Commonwealth of Virginia requires an annual inspection of carbon monoxide detectors and smoke detectors by an independent party. Agent will schedule the annual inspection and Landlord agrees to pay the fee for such inspection. The fee is currently less than \$100.

**L. Lock Changes:** As a security measure, Landlord authorizes Agent to have locks changed at each change of Tenant.

**M. Additional Charges:** Landlord grants the Agent the authority and power to collect and retain from Tenant all or any of the following: A late fee; the Resident Benefit Package fee, administrative charge, returned check charge, application fee, lease administration charge. Agent need not account for such charges. Landlord hereby waives any right to all interest that may accrue on Tenant's Security Deposit and acknowledges that any interest accruing in excess of that paid to Tenant shall accrue to the benefit of Agent.

Landlord Initial(s) \_\_\_\_\_

Agent \_\_\_\_\_

7. **Compensation:** As Compensation for the above normal management services, landlord will pay Agent a fee of \_\_\_\_ % of the monthly rent. This fee shall be deducted from the Landlord's account or payable by the Landlord by the 1st day of the month.

8. **Other Service and Fees:** For other services beyond the normal management duties, Landlord agrees to compensate Agent as follows:

2% for each month of a lease renewal.

Every extension of a lease shall have a lease renewal fee equal to 2% for each month. The fee shall be collected based on the term of the lease extension signed or on a monthly basis for month-to-month leases.

**A. Lease Renewal or Lease Extension**

**B. Managing during vacancy**

\$160 per month after the initial leasing.

**C. Managing a furnished rental**

Additional \$250 with each tenant turnover.

**D. Basic preparation for renting (painting/general repairs)**

Included

**E. Extensive renovations (kitchens, bathrooms, roofs, ect)**

10% of invoice totals

**F. Insurance claim coordination**

6% of total project cost.

**G. Obtaining more than 2 bids per project.**

\$25.00 for each additional bid.

**H. Appearing in court and Acting as Attorney in Fact**

Included

**I. Resident Benefit Package\***

\$30

9. **Expense Reimbursement:** Agent shall be reimbursed for actual costs of materials or services expended on behalf of the Landlord. Such services shall include key duplication, postage and mileage and any other costs directly associated with the management of the specific property.

10. **Agent shall not be responsible for the default or any consequence in the terms of any trust or mortgage or payment. In case the disbursements are in excess of the receipts, the Landlord agrees to pay such excess promptly. The Agent is not obligated to advance its own funds on behalf of the Landlord.**

Landlord Initial(s) \_\_\_\_\_

Agent \_\_\_\_\_

- 11. Water and Sewer Liens:** In the event Agent receives Notice of unpaid water and sewer fees by a former tenant that may result in a lien against Premises, Agent shall deliver such Notice to Landlord and if funds are available in the Landlord's account, pay the bill to avoid a lien.
- 12. Defective Drywall:** Landlord does or does not have actual knowledge of the existence of defective drywall in Premises.
- 13. Landlord and Agent mutually agree that:**
- A. Maintenance Account:** Landlord will maintain on deposit with the Agent, a minimum balance of \$500.00 in contingency reserve account. When Agent is required to make recurring payments, Landlord is required to maintain on deposit actual amounts due for these expenditures. Landlord shall give Agent 3 days advance notice to make any additional monthly or recurring payments. Landlord deposits are held in an escrow account which may bear interest. Agent shall not be required to pay interest to Landlord. Agent is not required to advance funds on the Landlord's behalf. If the balance in the Owners reserve account falls below the amount required, the Landlord shall remit funds to replenish the account. Agent reserves a first lien against the Premises and the rents collected or to be collected under a Deed of lease for any expenditures made by the Agent for the benefit of the Landlord and not reimbursed to Agent by Landlord. If the Agent advances any funds to pay any expenses for the Landlord, such advance shall be considered a loan subject to repayment with interest at 12% per annum. The Landlord shall reimburse the Agent, including interest. The Agent may deduct such amounts from funds due the Landlord. Landlord will pay any attorney fees expended to collect unpaid sums and interest due Agent.
  - B. Service Contract and Warranties:** Landlord will provide the Agent with all current warranties, service contracts, and the names and phone numbers of any tradespeople that Landlord wants the Agent to use for routine service. Agent will attempt to use these contractors. Landlord will provide Agent with a list of known defects which may affect habitability and take steps to remedy the issues.
  - C. Lead-Based Paint:** Landlord certifies that the building ☐ was OR ☐ was not built prior to 1978. If built prior to 1978, lead-based paint Tests ☐ have (copy attached) OR ☐ have not been performed. Radon tests are not required. A 10-year smoke detector must be installed in each bedroom and on each level as is a carbon dioxide detector on each level.
  - D.** If Premises was constructed before 1978, then, unless exempt under 42 U.S.C 4852d, Premises is considered "target housing" under the statute and Landlord has completed and provide to Agent the form "Rental: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" or equivalent form.
  - E. Radon:** Landlord has/has not had Premises inspected for the presence of radon and receiving a report ("Radon Report" from the test, by a radon professional certified by the National Radon Safety Board ("NRSB") or the National Radon Proficiency Program (NRPP) ("Radon Professional") using US Environmental Protection Agency ("EPA") approved testing methods.

Landlord Initial(s) \_\_\_\_\_

Agent \_\_\_\_\_

- F. Methamphetamine Remediation:** Agent shall have no obligation for remediation with respect to Premises relating to the cleanup of a methamphetamine laboratory. If it is discovered that Premises was or is being used as a methamphetamine laboratory, Landlord is solely responsible to engage a qualified contractor for remediation and cleanup of any contamination. Agent shall have no obligation to lease the Premises until proof from a qualified contractor is delivered to Agent certifying Premises has been remediated as required by law. Landlord shall indemnify and hold harmless Agent from all costs, expenses, suits, liabilities, damages and claims of every type by reason of Landlord's failure to perform the requirements as set forth in this paragraph.
- G. Mold Remediation:** Except as expressly provided in this Agreement, Agent shall have no maintenance obligations with respect to Premises relating to the accumulation of moisture or the presence of mold or other fungus. Agent will notify Landlord in writing of any mold condition in Premises of which Agent has actual knowledge, provided however, that Agent will have no obligation to inspect for such condition except as set forth herein. It is expressly agreed that Agent will hire a contractor to address any mold or moisture condition in Premises. Landlord shall indemnify and hold harmless Agent from All costs, expenses, suites, liabilities, damages and claims of every type by reason of Landlord's failure to perform the requirements set for in this Paragraph.
- H. Insurance:** Landlord will provide Agent with copies of fire insurance policies and carry public liability insurance with a minimum coverage suggested by Landlord's insurance company and naming the Agent as additional insured. Unless the Landlord provides a certificate of coverage to the Agent within 30 days, the Agent may contract for such coverage at the Landlord's expense. Coverage for code enforcement, water damage, flood, or sewer backup, and rent replacement are also suggested. Landlord will provide vandalism coverage for any Premises vacant for more than 30 days.
- I. Hold Harmless.** Landlord shall indemnify and hold harmless Agent from all costs, expenses, suits, liabilities, damages and claims of every type, unless the Agent is adjudicated to have been grossly negligent. Landlord shall indemnify and hold harmless Agent from all claims arising from bankruptcy or foreclosure against Landlord. The Landlord shall pay all settlements, judgments, damages, liquidated damages, penalties, forfeitures, court costs, collection fees, litigation expenses and reasonable attorney's fees for suits initiated or defended on their behalf.
- J. Lawsuit:** Landlord shall pay all expenses incurred by Agent in any proceeding or suit involving an alleged violation by the Agent or Landlord of any constitutional provision, statute, law, or regulation pertaining to fair employment, fair credit, fair housing, disability access, or environmental protection during the Agent's performance of duties under this Agreement, unless the Agent is adjudicated to have personally, and not in a representative capacity violated the law, statute, or provision. Agent is not required to employ counsel to represent Landlord in any such proceeding or suit. Landlord agrees to consider any application within the spirit of the Fair Housing Laws.
- K. Mortgage Default:** In the event Agent receives a mortgage default, foreclosure or similarly notice from any lender affecting the Premises, Agent shall deliver such notice to the tenant as required by Virginia Code Section 55-225.10, unless such notice was delivered by tenant to agent.

Landlord Initial(s) \_\_\_\_\_

Agent \_\_\_\_\_

**14. Resident Agent for Non-Resident Landlord:** Any individual non-resident of Virginia who owns and leases residential real property consisting of more than four units in Virginia shall have an Agent who is a resident and maintains a business office within the Commonwealth of Virginia. If applicable, the Landlord designates as Resident Agent:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**15. Emergency Contact Person:** If Landlord is a partnership, trust corporation or other entity, or if Landlord consists of two or more individuals, the Landlord agrees that the following designated individual shall have the authority to act on behalf of the entity for all purposes of this Agreement and that notice by Agent to this individual shall constitute notice to Landlord:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**16. Tax Reports:** Landlord ☐ is OR ☐ is not a US CITIZEN. Landlord ☐ is OR ☐ is not a resident of Virginia. Landlord is responsible for filing the appropriate forms with the Internal Revenue Service (IRS) and for non-residential property owners with the Virginia Department of Taxation.

**17. Termination**

A. This Agreement may be terminated by either Party with 30 days' notice, with notice effective on the 1st of the month to terminate the last day of the month. Agent shall forward Tenant's security deposit to Landlord and/or any such party the Landlord identifies and notice of mailing to Tenant. As of mailing, Agent shall have no further obligation or liability concerning the security deposit. Landlord's reserve account shall be distributed within 30 days after termination, less any outstanding invoices or obligations and the early termination fee, along with an accounting of funds. Should there be any outstanding obligations against the Landlord's account or a deficit in that account, any amounts received by Agent shall be applied first to satisfy those obligations and then disbursed to Landlord. Landlord waives all protest and defenses against Agent for these disbursements. Landlord agrees to remit immediately to Agent all monies due Agent in accordance with this Agreement. All representations of the Parties to this Agreement shall survive Termination of the Agreement. This Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns.

B. All representations of the Parties to this Agreement shall survive Termination of the Agreement.

**18. Confidentiality:** Agent shall maintain the confidentiality and all personal and financial information or other matters identified as confidential by the client, which were obtained by the Agent during the management relationship unless the Landlord consents to the release of such information or as otherwise provided by law. The obligation of Agent to preserve confidential information continues after the termination of the Agreement. Information concerning material adverse facts about the Premises is not considered confidential information.

Landlord Initial(s) \_\_\_\_\_  
Agent \_\_\_\_\_

- 19. Assignment:** This Agent has the right to assign the contract under the same terms and conditions, without restriction.
- 20. Applicable law:** The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the Commonwealth of Virginia. If any part of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.
- 21. Attorney's Fees:** In the event of any dispute, litigation or arbitration arising out of or relating to this Agreement, including non-payment of fees or amounts owed to Agent by Landlord, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees, incurred by the prevailing party.
- 22. Headings:** The headings in this Agreement are for convenience and reference only, and shall not be used to define, limit or expand the meaning of any paragraph or provision.
- 23. Notices:** Any Notice to Landlord or to Agent required under this Agreement shall be served in writing, by sending such Notice to the addresses stated in this Agreement.

SIGNATURES:

LANDLORD:

AGENT:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

CONTACT:

\_\_\_\_\_  
*Primary Email*

\_\_\_\_\_  
*Secondary Email*

\_\_\_\_\_  
**Peake Management, Inc.**  
450 N. Washington St. Suite M  
Falls Church, VA 22046  
703-448-0212 (Office)  
\_\_\_\_\_

Landlord Initial(s) \_\_\_\_\_  
Agent \_\_\_\_\_