



ALL COUNTY[®]
NEO Portfolio
Property Management

1733 West Lane Ave. Upper Arlington, OH 43211

Ph: (614) 768-7200

Fax: (614) 768-7272

Exclusive Rental Management Agreement

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **All County NEO Portfolio Property Management**, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

2. EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE: Owner hereby employs BROKER exclusively, giving BROKER the exclusive right to rent, lease and manage LANDLORD'S property known as:

SEE LIST ABOVE SIGNATURE LINE ON PAGE 6

under the terms and conditions herein set forth. The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing. BROKER agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. LANDLORD invests with BROKER with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER'S judgment in regard to said property. BROKER may do so in the name of the LANDLORD, in BROKER'S name alone, or in the names of both.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of paragraph 13. The term shall begin on the _____ day of _____ and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.

4. MANAGEMENT AUTHORITY AND BROKER RESPONSIBILITIES: LANDLORD expressly grants to BROKER the following authority, powers and rights.

- A. BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be equal to monthly rent or an amount agreed to by all parties. LAST MONTHS RENT MAY BE COLLECTED AT BROKERS DISCRETION. Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.
- B. Full management and control of the property with authority to collect all rent and other monies and securities from Tenants in the property, and issue receipts for same.
- C. To prepare and negotiate new leases and renewals of existing leases in which BROKER is authorized to execute.
- D. BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.
- E. To change locks on the property between tenancies for safety and security reasons.
- F. To place "For Rent" signs on the property unless prohibited by HOA bylaws or local ordinances.
- G. To place lock box on the property unless prohibited by applicable bylaws or local ordinances.
- H. LANDLORD hereby grants and gives to BROKER the authority to provide to any potential vendor or potential

tenant information and access by key, code and/or other means to any lockbox for the purposes of entering upon LANDLORD's property. BROKER may, but shall not be required to, provide notification for any such unescorted tour. In the event LANDLORD does not wish to grant BROKER authority, LANDLORD shall provide BROKER, in writing, a statement denying such access information be given to a potential vendor or potential tenant to enter Landlord's property unescorted. So long as Broker complies with the provisions of this Section 4H, Landlord shall indemnify, defend and save Broker harmless in the same manner as set forth under Section 5D of this management agreement.

- I. In the event tenant(s) vacate, voluntarily or involuntarily, owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER.
- J. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by LANDLORD and/or BROKER or to comply with applicable building housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. LANDLORD'S approval shall be obtained on each improvement, maintenance or repair item that shall exceed two hundred dollars (\$200.00) in cost, except for emergency repairs. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in Broker's sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit.
- K. To collect from applicants or tenants any or all of the following: application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, or any other fees that may now or in the future become a tenant(s) obligation. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees, and BROKER need not account for such fees to LANDLORD. Funds collected from tenant(s) each month shall be applied to tenant(s) obligations chronologically beginning with the earliest obligation incurred.
- L. To receive interest on any BROKER trust accounts, and interest received, if any, shall belong to BROKER to offset BROKER'S time and expense of maintaining such accounts, and agent need not account for such interest earned to LANDLORD.
- M. To render monthly statements to LANDLORD of income and expenses and to disburse to LANDLORD the net proceeds of such accounting. Statements and financial disbursements will be made monthly-customarily between the 15th and 20th of each month, but in no case will disbursements be made until tenant(s) funds have cleared BROKER'S bank. In the event disbursements should be made in excess of income collected, LANDLORD shall pay back such excess promptly to BROKER.
- N. In the event a prospective Tenant places a reservation fee with BROKER and fails to take possession, said fee or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

5. LANDLORD ASSURANCES AND RESPONSIBILITIES:

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by BROKER. LANDLORD assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. LANDLORD shall place in reserve with BROKER five hundred dollars (**\$500.00**) per property, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes BROKER to replenish this reserve from rents collected.
- C. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- D. To indemnify, defend, and save BROKER harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including LANDLORD, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to BROKER.

6. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page within 14 days of the execution of this agreement. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to pay BROKER an annual fee of \$50.00 if said insurance declaration page is not provided to BROKER. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

7. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s). BROKER is able to use granted power of attorney to perform the required tasks of utility service reversion and account billing address changes for a one time set up fee of \$150.

8. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.

9. FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$30.00 to provide same. (The \$30.00 fee is subject to change with notification by first class mail). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys (if applicable) to the BROKER. If any missing keys, LANDLORD authorizes BROKER to copy at \$5 per key. In unfurnished units, LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install same.

10. DAMAGES or MISSING ITEMS: BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by BROKER at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Landlord and Broker shall not be held liable for any failure to make claim(s) on any damages which were not apparent to Broker.

11. OFFICE SERVICES & FEES AT OPTION TO LANDLORD: BROKER provides direct deposit free of charge to deposit funds into LANDLORD'S account. LANDLORD may request a paper check mailed at \$5 per check. BROKER provides online statements free of charge with a specific log-in ID, which are to be run from the 16th to the 15th of the months. LANDLORD may request a paper statement mailed at \$5 per statement. Documents available and older than 3 months may be emailed for \$1 per document or mailed at \$5 per document.

12. BROKER COMPENSATION: BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

A. FOR LEASING (with management services):

a. LEASING: Upon BROKER filling a vacancy with an approved tenant, a one-time Leasing fee equal to the first month's rent or a minimum \$400, whichever is greater. THIS IS A ONE-TIME MANDATORY FEE, which covers a wide variety of services such as advertising, showing vacant unit(s), fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable Ohio state and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.

b. LEASE GUARANTEE: While under management, if a tenant has been qualified by BROKER and defaults within the first 6 months of original annual lease term, BROKER agrees to not charge another Leasing fee to place another qualified tenant (FREE). If after the 6 month mark and before the 12 month mark, the Leasing fee will be reduced by half (1/2 of the first month's rent) when leasing the property again.

c. LEASE EXTENSIONS: In the event there is a new lease entered into, by a current tenant, a Lease Renewal fee of \$200 or ¼ of a month's rent, whichever is greater, due upon execution. In the event owner agrees to any lease with a contracted term over 1 year, a Lease Extension fee of \$200 due upon execution above and beyond Leasing or Renewal Fee.

B. FOR MANAGEMENT:

The management fee will be 10% of all rents received or a minimum \$50 per month, whichever is greater. This fee is collected ONLY when rents are collected that month, so if no money is collected, no fees are charged. This 10% fee is collected also on any money received by tenants to pay for charges such as: utilities, repair damages, concessions to the tenant for hotel, and the like.

C. FOR MAINTENANCE/REPAIR:

The maintenance/repair fee will be 10% of all maintenance/repair related invoices received and/or paid on behalf of LANDLORD. This fee is collected ONLY when maintenance/repair arrangements are made by BROKER or paid by BROKER on behalf of LANDLORD, so if no service is arranged or paid, no fees are charged. This 10% fee may also be collected on any money received by tenants to pay for charges such as: utilities, repairs and the like.

D. PRE-EXISTING CONDITION COORDINATION:

As BROKER does not receive any compensation while vacant, in the event the property requires extensive amount of effort prior to placing the property on the market, a one-time fee of ½ of the projected one month's rent or a minimum \$400, whichever is greater. This covers the BROKER'S time for coordinating with an attorney for evictions and/or coordinating with multiple contractors (up to 2 bids each) to repair the property to a move-in condition. Additionally, LANDLORD may opt to accept government assisted housing vouchers on a vacancy, and if so and BROKER fills such a vacancy, a one-time fee of \$250 for handling paperwork and inspections with the government assisted housing authority.

E. IF BROKER IS LEASING ONLY, NOT MANAGING (aka: EARLY TERMINATION OPTION)

These fees are automatically applicable if LANDLORD elects to terminate under section 14, below.

a. A \$200 advertising fee must be paid to BROKER upfront, before advertising will start.

b. Upon BROKER filling a vacancy with an approved tenant, a one-time leasing fee of a full month's rent. This will cover a wide variety of services such as showing the vacant unit, collecting applications, screening all prospects, full lease execution, confirmation of utility transfers, collection of security deposit, closing out the account.

F. TRANSACTIONAL SALE: In the event the Property, in part or whole, shall be offered for sale to a tenant or buyer procured by BROKER at any time, even after tenancy has been terminated, and even after management agreement has been terminated, LANDLORD agrees to pay BROKER a commission equal to 4% of the gross sales price of the Property upon closing of any such sale. If a Real Estate Agent referred the LANDLORD, this commission is equal to 7% of which 3% will go to the referring Real Estate Agent's brokerage.

13. TERMINATION: Termination by LANDLORD is effective when actually physically received by BROKER. LANDLORD shall pay to BROKER based on the following schedule:

If terminated before the rental listing has been created: There is NO FEE.

If terminated after the listing has been created, but no tenant procured: There is a \$200 advertising fee.

If terminated after any lease that is within 7 months of being executed: There is a fee equal to one month's rent.

If terminated after 7 months from the date a lease is signed: There is NO FEE.

In the event this agreement is terminated by LANDLORD or BROKER, the BROKER's rights provided for in section 13 shall survive such termination for a period not to exceed 30 days (termination period). All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. For any current lease, an additional termination fee of the difference so far unpaid between Lease Only as outlined in section 13, Section D, above, or a termination fee as outlined in section 14 thereafter. BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Terminating this agreement shall release BROKER from having any further obligation to rent, lease, or manage the property.

14. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

BROKER:	All County NEO Portfolio Property Management 10000 Aurora-Hudson Rd., Suite C Hudson, OH 44236	Ph: (330) 348-5200 Fax: (330) 348-5151 Email: contact@allcountyneo.com
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LANDLORD:		
Print Name	Owner name	Tax ID #
	Owner name	Tax ID #

Mailing Address: _____

Email Address: _____

Home Phone

Work Phone

Cell Phone

Additional Agreements:

CONSUMER GUIDE TO AGENCY RELATIONSHIPS



ALL COUNTY®

NEO Portfolio
Property Management

We are pleased you have selected All County NEO Portfolio Property Management to help you with your real estate needs. Whether you are selling, buying or leasing real estate, All County NEO Portfolio Property Management can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Landlords

Most landlords of real estate choose to list their home for rent with a real estate brokerage. When they do so, they sign a management agreement that authorizes the brokerage and the listing agent to represent their interests. As the landlord's agent, the brokerage and listing agent must: follow the landlord's lawful instructions, be loyal to the landlord, promote the landlord's best interests, disclose material facts to the landlord, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the landlord's interests and owe the seller these same duties.

Representing Tenants

When renting real estate, renters may choose to work with a real estate agent as well. Often the renters want to be represented in the transaction. This is referred to as tenant's agency. A brokerage and agent that agree to represent a tenant's interest in a transaction must: follow the tenant's lawful instructions, be loyal to the tenant, promote the tenant's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the landlord also represents the tenant. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Tenant & Landlord

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With All County NEO Portfolio Property Management

All County NEO Portfolio Property Management does offer representation to both tenants and landlords. Therefore the potential exists for one agent to represent a tenant who wishes to lease property listed with another agent in our company. If this occurs each agent will represent their own client, but All County NEO Property Portfolio Management and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. All County NEO Portfolio Property Management will still supervise both agents to assure that their representation from another brokerage.

As a tenant, you may also choose to represent yourself on properties All County NEO Portfolio Property Management has listed. In that instance All County NEO Portfolio Property Management will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When All County NEO Portfolio Property Management lists property for rent it also cooperates with, and offers compensation to, other brokerages that represent tenants. All County NEO Portfolio Property Management does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because

All County NEO Portfolio Property Management shares a fee with a brokerage representing the tenant, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the tenant and All County NEO Portfolio Property Management will be representing your interests. When acting as a tenant's agent, All County NEO Portfolio Property Management also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a landlord-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature Date

Signature Date

