



**Flat Rate Guaranteed Total Property Management Agreement**

**Owner:** The Owner (“You”) refers to the undersigned owner of the real property at the address listed below.

**Owner Name:** \_\_\_\_\_

**Operating Under:** \_\_\_\_\_

**EIN (If Applicable):** \_\_\_\_\_

**Property Address:**

**Company:** The Company (“Us”) refers to IPS Property Management LLC

**Mailing Address:** 18530 Mack Ave. #399 Grosse Pointe Farms, MI 48236

**Agreement**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the Owner and the Company. This agreement employs the company solely and exclusively to operate and manage the rental property at the previously mentioned address. By signing this agreement the Owner agrees to the terms and conditions listed below and additionally permits the Company the authority to perform the following terms as they see fit.

The terms and conditions stated below continue until either party provides written notice of cancellation to the other party. Written notice should be submitted to [management@ipsrealty.com](mailto:management@ipsrealty.com). We ask that you provide us notice 30 days prior to cancellation so that we can get an exit package to you, with all the information you will need pertaining to your account and your property. However, in the event the Owner desires to cancel this agreement, we do require your account to be in good standing and all outstanding monies owed to the Company need to be paid in full.

**Our Rental Guarantee**

The Company agrees to pay the Owner the advertised rent during the coverage period. The rental guarantee coverage period is from the 31<sup>st</sup> day after the property is deemed ready to rent by the Company, until a qualified tenant is accepted for the property.

IPS Property Management  
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[www.ipsrealty.com](http://www.ipsrealty.com)



### **What We Charge**

The Company charges a flat rate of \$75 per month, per unit for management, leasing and the guarantee.

The company also requires that the Owner keep \$500 per property on reserve with the Company. The reserve is to be paid prior to the commencement of service. The Owner is to maintain a minimal balance of \$500 per unit with the Company for the duration of this agreement.

### **Services Provided and Included in Month Flat Rate Management**

**Collecting Rent** - The Company will collect the rents for the Owner monthly and deposit the funds, after expenses, in a bank account of the Owner's choosing. Late fees are to be collected and retained by the management company.

**Security Deposits** - The Company will hold and disburse security deposits. For tenants that we place in the property we will collect the security deposit prior to move in. Owner's may only use security deposit funds in the event a renter breaches a lease or causes damage to the Property. The Company shall have sole discretion to apply the security deposit funds per Michigan State law, under any lease and to refund security deposit funds to any renter.

**Leasing** – The Company will market the Property to potential tenants. The Company will thoroughly screen any and all potential tenants to the best ability of the company. The Company will not charge any tenant placement fee or leasing fee to the owner. The Owner understands that the Company makes every effort to lease to quality tenants, but does not guarantee any actions of the tenants.

**Accounting** – The Company will maintain the books, accounts, and records that reflect all income and expenses incurred in connection with the management and operating of the property. The books, accounts and records shall be maintained at the Company's principal location.

**Maintenance** - The Company will coordinate all repairs and maintenance needed. This is to include tenant requests for work, as well as, work deemed necessary by periodic inspections of the property by the Company. The company will employ and/or supervise any and all contractors performing work on the Property.

If the property is vacant, the Company will use reasonable efforts to inspect and maintain the property in the vernacular of the neighbourhood, as requested by the Owner or deemed appropriate by the Company, in an attractive condition and in a good state of repair. The Company will get the authorization of the Owner for any repairs or expenses totaling over \$500, except in the case of emergency, or if agent in good faith determines that such expenditures are necessary to protect the property from damage, to prevent injury to persons or loss of life, or to maintain services to tenants. Agent shall manage the property in full compliance with all laws and regulations of any federal, state, county or municipal have jurisdiction over the property.



### **Services Provided at an Additional Charge**

All services not included in the monthly fee will be provided to the Owner at an additional Cost.

**Maintenance Expenses** - The Owner is responsible for all expenses pertaining to the maintenance and rehab of the property. All maintenance is to be performed by the Company or contracted solely by the company.

**Insurance** – Unless, the owner provides an insurance policy coverage amount of \$1 million/\$2 Million liability coverage, naming the Company as additionally insured, The Company will place insurance on the Property. This additional expense will be the owner’s responsibility. A copy of the insurance certificate will be provided to the owner, along with processing and administrative cost, once insurance is acquired. The Company will maintain the insurance for the duration of this agreement, as long as funds have been provided to the Company from the Owner.

**Evictions** - The Company will handle the eviction if the tenant is in breach of their lease. However, any fees incurred throughout the eviction process would be the responsibility of the Owner.

**Government Agencies** – The Owner is responsible for any expenses related to dealing with the government, the utility companies, and any city agencies, to include any permits required to operate the property as a rental.

**Property Visits** - Should the Company need to send someone to the Property to check occupancy, meeting for inspections, with utility companies, or any other reason except showing the property to prospective tenants, the owner is responsible for the expense.

**Transfer of Management** - Expenses incurred in the transfer of management to and from the company.

### **Legal**

**Hold Harmless** – The Owner agrees to hold the Company harmless for all damages or suits in connection with the management of the property described above, and from liability for injury suffered by any employee or other person. The Company is also not to be held liable for any error of judgment or for any mistake of fact or law, or for anything which we may do or refrain from doing here under, except in cases of willful misconduct or gross negligence. The owner is responsible for all legal expenses by the owner and the title company.

**Severability** - This agreement has been made and entered into under Michigan Law and the laws of such state shall govern the validity and interpretation of this agreement and the performance due here under. Should any section or any part of any section of this agreement be rendered void, invalid or unenforceable for any reason by any court of law exercising competent jurisdiction, such a determination shall not render void, invalid or unenforceable any other section or any part of any section in this agreement.



**Non-Payment** – The Owner is responsible for maintaining their account with the Company. A monthly statement will be sent to the Owner for review and to cure any deficiency on the Owner’s part. If the owner has a deficient account, the Company may cease management of the property until the deficiency is cured. The Company will be held harmless for any liability arising from the Owner’s failure to perform and retains the right to pursue the Owner for any outstanding balance. All collections and legal expenses are the responsibility of the owner.

**Fair Housing** – Fair housing laws require the property to be shown and made available to all persons without regard to race, religion, national origin, sex, disability, or familial status. Local laws may further protect people based on creed, student status, sexual orientation, or age. The Owner acknowledges that they are aware of Federal and Local Fair Housing Laws and understands that the Company will act in accordance with those provisions.

**Amendment** - The Company may amend or add to this agreement at any time with 30 days notice by posting revised terms on its website URL [client.ipsrealty.com/legal/](http://client.ipsrealty.com/legal/) which amended or new terms and conditions shall be binding upon You.

**Limited Power of Attorney** – The Owner authorizes the Company to execute legally binding contracts on the owner’s behalf. The Owner is in agreement that the Company may sign any documents pertaining to the operation, maintenance, and safety of the property as deemed fit by the Company.

**FIRPTA** – If the Owner is not a domestic LLC or Corporation, the Owner represents and warrants that they are not a “Foreign Person” or “Foreign Entity” as defined by the Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445.

Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Company: \_\_\_\_\_

IPS Property Management