



REAL ESTATE PROPERTY MANAGEMENT AGREEMENT

This Agreement is made on _____ between _____

(“Landlord”)

who owns and has the right to Lease the property located at: _____

(“Premises”)

And

Peabody Real Estate LLC d/b/a Peabody Residential ("Agent"), a Virginia Limited Liability Company,
11890 Sunrise Valley Drive Suite 101, Reston, VA 20191, 703-436-6964 Office.

In consideration of the mutual terms of this Real Estate Property Management Agreement (“Agreement”) and other good and valuable consideration, the parties agree as follows:

1. The Landlord hereby engages the Agent as the sole exclusive Agent of the Landlord for the Premises and the scope of this Agreement. The relationship of the parties to this Agreement shall be that of principal and agent, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as requiring the Agent to bear any portion of costs, expenses, or losses arising out of or connected with the ownership or operation of the Premises and all duties to be performed by the Agent under this Agreement shall be on behalf of the Landlord, in the Landlord's name and for the Landlord's account. This Agreement shall be for twelve (12) months and automatically renews on each yearly anniversary date. This Agreement may be terminated by the Landlord, upon the giving of sixty (60) day notice at any time. Agent may terminate this agreement with fifteen (15) day notice at any time, if Agent determines effective management services can no longer be provided.

2. Landlord shall pay Agent:

A. For Management: 7% of the monthly rent due the Landlord or a \$150 monthly minimum, whichever is greater, when a lease is in place.

B. For Leasing: 100% of one month of rent each time the property is leased to a new tenant. Landlord authorizes Agent to offer up to 50% of the Agent’s leasing fee as a leasing incentive to Tenants and/or Tenant Real Estate Agents. If the Landlord identifies a tenant for the initial Lease term, only 50% of one month’s rent shall be due to the Agent. This reduction only applies to the initial Lease term and before the Agent begins to advertise the Premises for lease

C. Lease Extension/Update: \$500 for each renewal, extension or change to an existing Lease.

D. Sale: If during the time of this Agreement, the Landlord decides to sell the Premises, the Agent shall act as the Listing Agent for the sale of the Premises. The Landlord agrees to pay the Agent a Listing Fee of five (5%) percent of gross sales price of property, this fee includes a three (3%) percent cooperating brokerage(s) fee paid by the Agent.

3. Landlord agrees to delegate the Agent the following authority and powers, all of which the Agent does in the name of the Landlord and at the expense of the Landlord.

A. Leasing: Make reasonable efforts to advertise vacancies of the Premises, including but not limited to the MRIS and offerings for compensation to MRIS participants and members, and install a key safe/lockbox, and to make the Premises available to all persons to comply with all federal, state and local laws, ordinances and regulations prohibiting discrimination.

B. Leasing: Negotiate, prepare, and update all leases including all renewals and extensions of leases, to cancel and modify existing leases and enforce leases and settle and compromise as needed. The Agent may sign all leases as Agent for the Landlord.

C. Management: Collect all rents, charges, and other amounts receivable to the Landlord in accordance with the Leases and this Agreement.

D. Management: Collect and maintain on behalf of the Landlord the Tenant’s Security Deposit in escrow for the duration of the Lease, any extensions, and this agreement, and to refund the Deposit in accordance with the terms of the Lease or this Agreement, as applicable.

Landlord ____ / ____ **Agent** ____

E. Management Keep accurate records of the receipts, expenditures, and charges for the Premises and make available such information to the Landlord with a monthly statement or have made available on-line through the Landlord account.

F. Management: Make or cause to be made all ordinary repairs necessary to maintain operation of the Premises in accordance with Lease requirements. Agent shall not authorize any ordinary repair or replacement over \$500 without approval by the Landlord.

G. Management: Agent may make or cause to be made any extraordinary repairs necessary for the preservation and safety of the Premises, to avoid the suspension of any essential service to the Premises, to avoid danger to life or property, or comply with applicable law in Agent's sole and absolute discretion.

H. Management: Make or cause to be made reasonable precautions and to maintain the Premises during vacancies in operational condition for rental purposes. This includes but is not limited to property condition reports, scheduling of lawn and landscaping care, removal of trash and snow, cleaning, all at the Landlord's expense if agent deems is necessary for showing of the Premises for lease.

I. Property Condition Reports: Make or cause to be made general property condition reports, at the Landlord's expense, in accordance with the Lease, when the agent deems it necessary and at the Landlord's request. Any report or findings shall be provided to the Landlord. The reports shall not be considered inspections, as a home inspectors license is required to complete an inspection.

4. IT IS MUTUALLY AGREED THAT:

A. Landlord represents and warrants: That the Landlord has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to the Agent; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of the Landlord's knowledge, the Premises are zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any local or state laws.

B. Landlord represents that to the best of the Landlord's knowledge the Premises and all such equipment comply with all such requirements and the Landlord shall indemnify, defend and hold the Agent, its representatives and employees harmless relating to any present, futures or alleged violations of such laws, ordinances, statutes or regulations relating to building compliance.

C. Landlord shall obtain and keep in force adequate liability and property damage insurance. The Agent shall be identified as an additional insured on all insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both the Landlord and the Agent and in form, substance, and amounts reasonably satisfactory to the value of property at no less than \$1,000,000. The Landlord shall furnish the Agent with copies of such policies within thirty (30) days of Lease execution. If the Landlord fails to do so, the Agent may, but shall not be required to, place such insurance for the Premises.

D. Landlord shall notify all individually metered utility providers of the engagement of the Agent. Landlord shall also complete and submit a Revert To Owner or Equivalent Form to each utility if available. Agent shall at Agent's discretion, in the Landlord's name and at the Landlord's expense, make contracts for electricity, gas, fuel or water, and such other services as are necessary or prudent for the operation of the Premises.

E. Landlord shall maintain a minimum contingency reserve of \$500 and shall immediately upon notice from Agent direct deposit funds into the Agent Account(s) to satisfy any deficiencies of the account or the reserve. All expenses over \$500 to be completed at the direction of the Landlord shall need to be available, received in full by Agent or paid directly by Landlord prior to Agent taken action on behalf and in the name of Landlord.

F. Landlord shall Indemnify, defend, and save harmless the Agent from all losses, investigations, suits, damages, costs, expenses (including but not limited to attorneys' fees and expert fees), liability, all work of contractors and any other parties and claims whether based on tort, contract, statutory, common law, or other theory of recovery, relating to the Premises or occurring in, on, or around the Premises, or arising out of this Agreement and the Lease for the Premises, or arising out of the Lease for the Premises. Management of Premises by Agent is not to be considered and is not on-site management. Agent shall not be responsible for acts, omissions, defaults, negligence, and/or costs of same, except for persons working in Agent's firm. Nothing contained in this Agreement shall obligate the Agent to employ legal counsel to represent the Landlord in any such proceeding or suit and any and all other suits that may arise during time of this Agreement concerning the tenant Landlord or Agent of property. However, the Landlord shall not be responsible to the Agent for any such expenses if the Agent is finally adjudged to have personally, and not in a representative capacity, violated any law.

G. Landlord shall pay reasonable and documented expenses incurred by the Agent in obtaining legal advice regarding compliance and enforcement of activities related to this agreement.

Landlord ____ / ____ **Agent** ____

H. Landlord shall remove all personal property from the Premises, unless the applicable Lease provides an exception for certain personal property to remain at the Premises, upon vacating the Premises. Landlord shall have the Premises professionally cleaned, including a comprehensive move out cleaning, carpet cleaning, chimney and dryer vent cleaning and inspection, gutter cleaning and inspection. Agent shall coordinate a property condition review on behalf of the Landlord after the Landlord vacates the Premises. If Landlord fails to make the Premises available or fails to clean the Premises, Agent may take reasonable actions as soon as practicable to clean the Premises and remove and dispose of Landlord's personal property and prepare the Premises for leasing and occupancy.

I. Agent assumes no liability for any acts or omissions of the Landlord, or previous landlords, or previous management or other agents of either. The Agent assumes no liability for failure of or default by any tenant in the payment of any rent or other charges due the Landlord or in the performance of any obligations owed by any tenant to the Landlord pursuant to any Lease or otherwise. Nor does the Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the Term of this Agreement.

J. Agent shall have no maintenance obligations with respect to the Premises relating to the accumulation of moisture or mold or other fungus. Agent shall notify Landlord of any moisture or mold condition reported by the Tenant to Agent, or any mold condition of which Agent has actual knowledge through a regular property review as provided herein. Agent, for Landlord, on behalf of Landlord, and at expense of Landlord, may hire a contractor to address any mold or moisture condition in the Premises. Landlord agrees to indemnify, defend, and hold harmless Agent from and against all loss, cost, expense, claim, suit, attorneys' fees, expert fees, and all other related costs and expenses whatsoever arising from claims by Tenant for injuries/damages from mold or other fungus.

K. Agent shall firstly pay or reimburse itself for all reasonable and documented expenses and costs of managing/operating the Premises under this Agreement, and after maintaining the contingency reserve, the Agent shall transmit the Landlord the balance, to the Landlord by the tenth (10th) of the month or next business day, if rent is received on time. The Agent shall make available to the Landlord a statement of receipts and disbursements from the operation of the Premises during the previous month. The Agent may collect and retain all fee(s) and administrative charge(s) included in the Lease(s). Agent shall retain such charges or fees to cover administration of same and shall not need to account for such to the Landlord.

L. Agent shall maintain a bank account(s), separate and apart from the Agent's corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government (FDIC). Such depository institutions shall be selected by the Agent. No interest shall be paid to Landlord. The Agent shall not be held liable in the event of bankruptcy or failure of the depository bank or savings and loan association where the monies due the Landlord are deposited if it is a federally-insured fiduciary account.

M. Landlord shall refer all matters relating to the services included in this agreement to Agent during this time of this agreement, and Landlord agrees not to negotiate or communicate directly with any tenant with respect to the Premises unless notification to the Agent has been made.

N. Agent may send notices to Landlord and notices may be given by regular mail, postage paid, and by electronic form. Agent shall retain sufficient proof of the delivery of notices. Notices may contain updates to policy and agreement term changes with sufficient notice.

O. Upon termination of or withdrawal from this Agreement, Landlord shall assume the obligations of all contracts, including but not limited to any Lease, for the Premises and all obligations thereunder, and shall assume all outstanding bills incurred by the Agent under this Agreement. The Agent upon notice of termination, may withhold funds from Landlord in order to pay bills incurred prior to the date of termination in accordance with this Agreement, but not yet invoiced and to close Landlord account with Agent. The Agent shall deliver at the close out of the account any balance of monies due the Landlord and shall furnish Landlord with current lease, tenant information and final statement.

P. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Landlord to have insured or to indemnify, defend, hold harmless, or reimburse the Agent shall survive any termination; if the Agent is or becomes involved in any proceeding, litigation or defense by reason of having been the Landlord's Agent, such provisions shall apply as if this Agreement were still in effect.

Q. The parties hereby waive their right to a jury trial on any issue arising from the subject matter of the Agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by Judge sitting without jury. The parties further agree that the prevailing party shall be entitled to all attorney fees and reasonable expenses.

L a n d l o r d ____ / ____ **A g e n t** ____

R. If during any one month of the Agreement, the Landlord notifies the Agent in writing of any issue arising out of this Agreement, the Agent shall waive that one month's management fee and Landlord shall accept as consideration the one month's management fee as full satisfaction, and shall be acknowledged as such if needed, provided the Landlord does not exercise the right to resolve the issue through other options provided in this agreement.

S. This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and the Agent standard and updated policies and procedures shall be incorporated herein to further clarify and define the terms of this agreement. Time is of the essence as to all terms of this Agreement. Agent may assign this Agreement or any interest hereunder to any entity other than Peabody Real Estate, LLC with notice to Landlord.

T. The interpretation of this Agreement shall be governed by the laws of the Commonwealth of Virginia. If any part of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable.

U. This Agreement will be considered original and includes electronic copy and faxed or scanned copy or a combination of any.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date first above written.

SIGNATURES:

Peabody Residential

Landlord

Landlord

Primary Landlord Information

Social Security Number of Primary Landlord for IRS recording: _____

Mailing Address of Primary Landlord for IRS forms

(U.S. Mailing Address): _____

Primary Phone Number: _____

Email for Landlord Online Account: _____

Landlord Emergency Contact:

If Agent is unable to reach the Landlord the below contact shall be authorized to make decision on Landlord(s) behalf (the contact should not be part of the household):

Emergency Contact Name: _____

Phone Number: _____

Email Address: _____

Relationship: _____

Landlord ____ / ____ **Agent** ____

Additional Landlord/Property Information

Please complete each section and put N/A if not applicable:

Is the Property Located in a HOA: _____ Yes _____ No

HOA Name: _____

HOA Website: _____

HOA Phone Number: _____

Landlord(s) who are moving out and do not have an active lease in place

Active List Date (target date for advertising property for rent): _____

Owner Move Out Date: _____

Move Out Appointment Date for Property Transition to Peabody: _____

Move Out Appointment Time Requested: _____ 9:30am _____ 11:00am _____ 1:00pm _____ 2:30pm

Any Pets at Property: _____ Yes _____ No

_____ I plan to attempt to find my own tenant, prior to Peabody beginning their marketing

Landlord(s) who currently have a lease in place

Current Lease End Date: _____

Current Monthly Rent: _____

Deposit Held (Include Pet Deposit if Any): _____

Primary Tenant Name: _____

Primary Tenant Email Address: _____

Primary Tenant Phone Contact Number: _____

Any Pets at Property: _____ Yes _____ No

Current Management Company Name: _____

Current Management Company Contact Email:

Landlord _____ / _____ Agent _____