

**Prudential Contact Corporation  
507 31<sup>st</sup> St SW  
Puyallup, WA 98371  
253-604-0492**

**PROPERTY MANAGEMENT AGREEMENT**

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter designated as **“OWNER”** and **“PRUDENTIAL CONTACT CORPORATION”** hereinafter designated as **“AGENT.”**

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

**1. EXCLUSIVE AGENCY:** The Owner hereby exclusively appoints the Agent to rent, lease, operate and manage the property known as:

\_\_\_\_\_ City \_\_\_\_\_ WA Zip \_\_\_\_\_  
for the period of \_\_\_\_\_ beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and thereafter for annual periods, unless thirty (30) days written notice is given by either party, in which case, this agreement will be considered terminated 30 days from receipt of said notice. Should this Agreement be terminated by the Owner within the first one hundred eighty (180) days from the aforementioned date, a fee of \$250.00 will be due to the Agent from the Owner upon cancellation.

**2. AGENCY DISCLOSURE:** Washington State law requires Real Estate Licensees to disclose to all parties to whom the Licensee renders Real Estate brokerage services whether the Licensee represents the Owner/Lessor, the Tenant/Lessee, both the Owner/Lessor and Tenant/Lessee, or neither. You are advised that the Agent signed on this document represents the Owner/Lessor. The Owner hereby acknowledges receiving an Agency Disclosure pamphlet entitled, “The Law of Real Estate Agency.”

**3. CONDITION OF PROPERTY:** The Owner warrants and assumes the responsibility that all structural components of these premises are in good repair, and are in conformity with Washington State laws and local regulations. The Owner hereby discloses all information about the property that would substantially adversely affect the value of said property. Describe condition. If no condition exists, state none.

**4. LEAD BASE PAINT DISCLOSURE:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

**Owner/Lessors’ Disclosure**

- a. Presence of lead-based paint or lead-based paint hazards (check one below):  
 Known lead-based and/or lead-based paint hazards are present in the housing (explain).

I \_\_\_\_\_

- Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing (explain).

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b. Records and reports available to the lessor (check one below).

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

If property is built before 1978, agent will provide Lessee(s) with the above information and a copy of the pamphlet, "Protect Your Family From Lead In Your Home."

**5. LANDLORD/TENANT ACT OF WASHINGTON STATE:** The Owner acknowledges awareness of provisions of the statute, and understands that the Agent will act according to Title 59 RCW.

**6. DATA & RECORDS:** Owner agrees to make available to Agent all data, records, and documents pertaining to the property which the Agent may require to properly exercise his duties hereunder. Owner to provide Agent with complete tenant records (contracts, payment history, deposit information, etc.) for all occupied properties along with keys to all units. Manager reserves the right to convert all existing tenants to the office standard rental agreement, subject to any lease provisions.

**7. RENTING OF PREMISES:** The Agent shall use best efforts to rent vacant space and to keep the premises rented to desirable tenants. The Owner authorizes the Agent to enlist the services of other Real Estate Brokers to aid in renting of said premises. The Agent is authorized to adjust the schedule of rent payments for efficient office operations.

**8. AGENT AUTHORITY REGARDING LEASES:** The Agent shall, in cooperation with the Owner, have full authority to negotiate, sign, renew, cancel, terminate, settle, compromise, release or reinstate any Lease or Rental agreement concerning the subject property. The Owner shall receive copies of current Lease/Rental Agreements. Expenses, in conjunction with these actions, shall be the responsibility of the Owner.

**9. SUBAGENTS:** The Owner gives the Agent or the Agent's Broker the authority to assign responsibilities stated in this agreement to a subagent when necessary.

**10. COLLECTION OF RENT AND LATE FEES:** The Agent shall use best efforts in the management of the property, and due diligence in collecting, rent and late fee income. The Agent shall not be liable to the Owner for any failure to collect rent or other income. A grace period of five (5) days is included in the Lease Agreement, and a minimum of 5 days must be allowed for bank clearance of personal checks received from Tenant before disbursement of funds out to the Owner pursuant to paragraphs number 3 and 4 of the Agent's Rental/Lease agreement. Any rent refund due to tenant is owner's responsibility. Should a rent refund be due to a tenant and the money has been disbursed to the owner, the owner agrees to return the money to Prudential Contact Corporation within 15 days.

**11. DEPOSITS:** A Security/Damage/Cleaning Deposit and Pet Deposit, if a tenant has pet(s), shall be collected in advance by the Agent at the beginning of any new tenancy, and will be retained by the Agent in an interest bearing Trust Account (said interest income is retained by the Agent), until such time that

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the funds are either due to the owner or refunded to the tenant. The Agent shall be the determining party as to the amount of the deposit refunded to Tenant at the conclusion of the tenancy pursuant to the Agent Rental/Lease Agreement.

**12. NON-REFUNDABLE FEES:** Any non-refundable fees (pre-paid rent, pet deposits, etc.) shall be collected in advance by the Agent at the beginning of any new tenancy, and will be retained by the Agent in an interest bearing Trust Account until the end of the tenancy.

**13. PET POLICY:** Cats  Allowed  Not Allowed Restrictions: \_\_\_\_\_  
Dogs  Allowed  Not Allowed Restrictions: \_\_\_\_\_  
Please note any concerns/other restrictions: \_\_\_\_\_

**14. LEGAL PROCEEDINGS:** The Agent may, in the name of and at the expense of the Owner, institute any and all legal actions or proceedings for the collection of rent or other income from the property. The Agent will notify the Owner if legal action must be taken. The funds for eviction must be paid by the Owner at the beginning of the proceedings. If the amount of legal action is estimated to exceed five hundred dollars (\$500.00), no commitment for legal fees and expenses shall be made by the Agent without the Owner's written approval.

**15. MAINTENANCE STANDARDS:** Owner agrees to maintain all properties to a standard that meets or exceeds the minimum Housing Quality Standards as determined by the local Housing Authority. Agent reserves the right to cancel this management agreement should the owner refuse or fail to maintain the property in a safe condition consistent with minimum Housing Quality Standards as determined by the local Housing Authority,

**16. MAINTENANCE:** The Agent is authorized in the name of, and at the expense of the Owner, as deemed necessary, to make or cause to be made, ordinary repairs and/or other services, as well as purchase of supplies and needed materials for said property. The expense incurred for any one transaction shall not exceed \$\_\_\_\_\_, unless otherwise authorized by the Owner, in writing, except under such circumstances as the Agent shall deem to be an emergency and/or must be repaired in accordance with the Washington State Landlord-Tenant Act. See paragraph number five. The Owner understands and accepts that any maintenance may be accomplished by firms/individuals associated with the Agent. In all situations, work will be performed by licensed and bonded vendors and charges shall be at competitive prices for the area.

**17. RENTAL COMMISSIONS:** The Owner agrees to pay the Agent a commission based on one month's rent. The Owner acknowledges that should an approved applicant forfeit his/her deposit after being approved as a tenant, said deposit shall be split 50/50 between the Owner and the Agent.

**18. FEES:**  
Full Management: New tenant: ½ month full rent (\$100 due on contract, balance on rent up), management fee of **7.5%** of gross rents (excluding late fees), or a minimum of \$65.00/ month, whichever is greater. No additional charge for lease renewals/extensions.

Tenant Placement Only: \$100.00 (due on contract) plus ½ months full rent (due on procurement of tenant)

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Day to Day Management: (tenant with lease in place) \$100 plus **7.5%** of gross rents (excluding late fees) or a minimum of \$65.00/month, whichever is greater. No additional charge for lease renewals/extensions.

Late fees will be collected in accordance with the tenants current lease agreement. All late fees will be disbursed to owner, unless they are the result of an NSF check and the owner has already received funds. Such late fees will be paid to the Agent.

Fees collected for posting notices, NSF charges, tenant lock-out, and any other miscellaneous tenant charges will be paid to the Agent.

Additional duties beyond normal functions as stated in this Agreement, shall be negotiated between the Agent and the Owner and attached in an addendum.

**19. ANNUAL ADMINISTRATIVE FEE:** A Year end charge of \$25.00 will be assessed to each property to cover preparation of annual statement and records.

**20. AGENT AUTHORITY:** The Agent is authorized and instructed to disburse funds as follows: Check off the applicable box.

Mail to Owner

Agent to deposit in bank (owner to provide deposit slips)

Bank Name: \_\_\_\_\_ Address \_\_\_\_\_

Acct: \_\_\_\_\_

Mail to Other: \_\_\_\_\_ Address \_\_\_\_\_

**21. REIMBURSEMENT OF AGENT:** The Owner shall reimburse the Agent promptly for any monies which the Agent may elect to advance for the account of the Owner. Nothing contained herein shall be construed to the Agent to make any such advances.

**22. ACCOUNTING STATEMENTS:** The Agent shall furnish via email to the Owner a monthly statement of receipts and disbursements from the Owner's account, and remit any balance, other than the amount stated under Paragraph number 15 of this agreement, to the Owner. The disbursements shall include the compensation of the Agents as stated in this Agreement. A quarterly statement shall be mailed upon request. As required by law, at the end of each calendar year, the Owner will receive a 1099 I.R.S. tax form on all rental income received by the Agent, in addition to a year end statement.

**23. INSURANCE:** The Owner agrees to maintain insurance coverage on his/her property which includes structural and liability coverage throughout the term of this agreement. The Owner further agrees to name Prudential Contact Corporation as additionally insured under his/her liability portion of the policy and to provide the Agent with a copy of this additional coverage. Cost of this insurance shall be paid by the Owner. The Agent agrees to maintain separate liability insurance coverage for its duties as a licensed agent.

OWNER'S INSURANCE COMPANY \_\_\_\_\_ : POLICY #: \_\_\_\_\_

DEDUCTIBLE AMOUNT: \_\_\_\_\_ AGENT \_\_\_\_\_

PHONE #:

Owner to request Insurance Agent to send a copy of Insurance Declaration page to Prudential Contact Corporation within 30 days.

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**24. INDEMNITY:** The Owner agrees to indemnify, defend and hold harmless said Agent against any and all claims arising from the condition of the premises, act of the Owner to third parties on or about the premises, acts of the Agent and/or employees performed with the express or implied consent of the Owner, any costs incurred, attorney fees and expenses incurred by the Agent in connection with any such claim.

**25. SALE OF PROPERTY:** Should the Owner decide to sell the property, the Agent is a member of the Northwest Multiple Listing Association and available to assist Owner selling the property.

**26. REINSPECTION:** Prior to an Owner re-occupying the subject property or initiating any repairs or maintenance while this Agreement is in effect, a joint inspection by the Owner and the Agent will be made, unless waived by the Owner.

**27. TERMINATION OF CONTRACT:** In reference to Paragraph #1, the Owner must pay all expenses for the property prior to Prudential Contact Corporation terminating the management services on behalf of the Owner. Funds must be sent to Prudential Contact Corporation for all outstanding bills prior to requested cancellation date or rents will continue to be collected by Prudential Contact Corporation until all bills are paid in full.

**28. OTHER ADDENDUMS:**

\_\_\_ **Lead Based Paint Addendum**

\_\_\_ **Law of Agency Pamphlet**

\_\_\_ **Property Description**

\_\_\_ **Residential Rental Agreement**

\_\_\_ **Deposit Agreement**

\_\_\_ **Pet Agreement**

Initial: \_\_\_\_\_

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

OWNER NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DAY PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

SOCIAL SEC or TAX ID #: \_\_\_\_\_

OWNER NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DAY PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

REFERRING AGENT: \_\_\_\_\_

REFERRING BROKERAGE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DAY PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

The Agent accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority, and powers conferred upon him under the terms hereof.

Agent:

Broker:

PRUDENTIAL CONTACT CORPORATION  
507 31<sup>st</sup> Ave SW  
Puyallup, WA 98371  
253-848-6641  
[donnalarsen@prudentialcontact.com](mailto:donnalarsen@prudentialcontact.com)  
[turenakoontz@prudentialcontact.com](mailto:turenakoontz@prudentialcontact.com)

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

Initial: \_\_\_\_\_

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

## UTILITY COMPANY INFORMATION

*(Please complete this form to be used in the tenant's lease)*

**IMPORTANT:**

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

Service	Phone	Address	Tenant Pays	Included in rent
Electric Company				
Gas Company				
Water Company				
Sewer Company				
Garbage Company				
Cable Company				

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