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PROPERTY MANAGEMENT AGREEMENT

1. PARTIES:

A. The parties to this property management agreement (“Agreement”) are:

Owner: _____ (“Owner”)
Address: _____
Home Phone: _____
Work Phone: _____
Cell Phone: _____
E-Mail: _____

Manager: Strickland Law Firm, PLLC (“Manager”)
Address: 20333 State Hwy 249, Suite 200, Houston, TX 77070
Phone: (713) 588 - 0388
Fax: (832) 218 - 4317
E-Mail: Duncan@TexasLandlordAttorney.com

B. If Owner is not an individual, Owner is an:

- estate
- corporation
- limited liability company (LLC)
- trust
- partnership
- limited liability partnership (LLP),
which entity was chartered or created in

_____(State). The individual signing this agreement for the Owner represents to Manager that he or she has the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as _____ (title) for the Owner.

C. Owner appoints Manager as Owner’s sole and exclusive managing agent of the real property described in Paragraph 2 and in any addendum to this agreement.



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2. PROPERTY: "Property" means:

Address (include unit #): _____
Address (include unit #): _____
Legally described as: _____

Located in _____ County, Texas, together with the following non-real-property items:

- 1. _____
- 2. _____

"Property" also includes any other Property described in any attached Multiple Property Addendum.

3. TERM:

A. Primary Term: The primary term of this agreement begins and ends as follows:

Commencement Date: _____

Expiration Date: _____

B. Early Termination: Either party may terminate this agreement by providing at least 30 days written notice to the other party.

C. Automatic Extension: Unless either party provides written notice of termination to the other party at least 30 days before the Expiration Date, this agreement will automatically extend on a monthly basis until either party terminates by providing at least 30 days written notice to the other party.

D. Effective Services: If Manager determines that Manager cannot continue to effectively provide management services to Owner for any reason at any time during this agreement Manager may terminate this agreement by providing at least 30 days written notice to Owner.

E. Fees Upon Termination: At the time this Agreement ends, Owner must pay Manager amounts specified in Paragraph 12. If this Agreement is terminated early pursuant to Paragraph 3(B), then Owner must only pay Manager amounts specified in Paragraph 12(A), but not amounts specified in Paragraph 12(B).

4. AUTHORITY OF MANAGER:

A. Management Authority: Owner grants to Manager the following authority which Manager may exercise when and to the extent Manager determines to be in Owner's interest:

- (1) authorize Brokers or their associates, Sales Agents or their associates, Leasing Agents or their associates, inspectors, appraisers, and contractors to access the Property at reasonable times



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- for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
- (2) duplicate keys and access devices, at Owner's expense, to facilitate convenient and efficient showings of the Property and to allow leasing of the Property;
 - (3) place a keybox on the Property;
 - (4) verify information and references in rental applications from prospective tenants;
 - (5) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 12 months and not more than 24 months and in accordance with any instructions in Paragraph 19;
 - (6) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
 - (7) terminate leases for the Property, negotiate lease terminations, and serve notices of termination;
 - (8) collect and deposit for Owner rents, security deposits, and other funds related to the Property in a trust account and pay from that account: (a) any compensation and reimbursements due Manager under this agreement; and (b) other persons as this agreement may authorize.
 - (9) account for security deposits that Manager holds in trust to any tenants in the Property in accordance with applicable law, this agreement, and any lease of the Property and make deductions from the deposits in accordance with the lease and applicable law;
 - (10) collect administrative charges including but not limited to, application fees, returned check fees, and late charges from tenants in the Property or from prospective tenants;
 - (11) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property in the Justice Court; (b) recover possession of the Property; or (c) recover lost rent and other damages;
 - (12) settle, compromise, or withdraw any action described in Paragraph 4(A)(11);
 - (13) negotiate and make reasonable concessions to tenants or former tenants in the Property;
 - (14) report payment histories of tenants in the Property to consumer reporting agencies;
 - (15) obtain information from any holder of a note secured by a lien on the Property and any insurance company insuring all or part of the Property;
 - (16) hire contractors to repair, maintain, redecorate, or alter the Property provided that Manager does not expend more than \$200.00 for any single repair, maintenance item, redecoration, or alteration without Owner's consent;
 - (17) hire contractors to make emergency repairs to the Property without regard to the expense limitation in Paragraph 4(A)(16) that Manager determines are necessary to protect the Property or the health or safety of a tenant;
 - (18) contract, at Owner's expense, in either Manager's or Owner's name, for utilities and maintenance to the Property during times that the Property is vacant, including but not limited to, electricity, gas, water, alarm monitoring, cleaning, pool and spa maintenance, yard maintenance, and other regularly recurring expenses that Manager determines are reasonable to maintain and care for the Property; and
 - (19) perform other necessary services related to the management of the Property.



B. Record Keeping: Manager will:

- (1) maintain accurate records related to the Property and retain such records for not less than 1 year;
- (2) file reports with the Internal Revenue Service related to funds received on behalf of Owner under this agreement (for example, Form 1099); and
- (3) remit, each month, the following items to Owner: (a) funds collected by Manager for Owner under this agreement, less authorized deductions; and (b) a statement of receipts, disbursements, and charges. Owner may instruct Manager in writing to remit the items to another person or address.

C. Security Deposits:

- (1) During this agreement, Manager will maintain security deposits received from tenants in a trust account and will account to the tenants for the security deposits in accordance with the leases for the Property.
- (2) Except as stated in Paragraph 4(I), after this agreement ends, Manager will deliver to Owner or the Owner's designee the security deposit held by Manager under an effective lease of the Property, less deductions authorized by this agreement, and will send written notice to the tenant that states all of the following:
 - (a) that this agreement has ended;
 - (b) the exact dollar amount of the security deposit;
 - (c) the contact information for the Owner or the Owner's designee; and
 - (d) that Owner is responsible for accounting for and returning the tenant's security deposit.
- (3) If Manager complies with this Paragraph 4(C), Owner indemnifies and will indemnify Manager from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4(C) survives termination of this agreement.

D. Deductions and Offset: Manager may disburse from any funds Manager holds in a trust account for Owner:

- (1) any compensation due Manager under this agreement;
- (2) any funds Manager is authorized to expend under this agreement; and
- (3) any reimbursement Manager is entitled to receive under this agreement.

E. Insurance and Attorneys:

- (1) Manager may not file a claim for a casualty loss with the carrier insuring the Property. Manager may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs Manager to communicate to the carrier.
- (2) Manager may not directly or indirectly employ or pay a lawyer to represent Owner. Manager may communicate with Owner's attorney in accordance with Owner's instructions.

F. Information about Trust Accounts, MLS, and Keybox:

- (1) Trust Accounts: A trust account must be separate from Manager's operating account and must be designated as a trust, property management, or escrow account or other similar name. Manager may



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maintain one trust account for all properties Manager leases and manages for others.

- (2) MLS: MLS rules require Manager to accurately and timely submit all information the MLS requires for participation including leased data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other Managers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. *Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.*
- (3) Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for Brokers or their associates, Sales Agents or their associates, Leasing Agents or their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device, so that authorized persons may enter the Property. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). *Neither the Association of REALTORS® nor MLS requires the use of a keybox.*

G. Performance Standard: Manager will:

- (1) use reasonable care when exercising Manager's authority and performing under this agreement; and
- (2) exercise discretion when performing under this agreement in a manner that Manager believes to be in Owner's interest, provided that Manager will treat any tenant honestly and fairly.

H. Inability to Contact Owner: If Manager is unable to contact Owner for one (1) day, Manager is authorized to contact the person below for the purpose of attempting to reestablish contact with Owner.

Additional Contact: _____
Address: _____
Home Phone: _____
Work Phone: _____
Cell Phone: _____
E-Mail: _____

- I. Foreclosure: If Manager receives notice of the Owner's delinquency in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees, Manager may give Owner 15 days to cure the delinquency during which period Owner authorizes Manager to freeze any funds held by Manager and no disbursements will be made to Owner related to this agreement or the Property. If after the 15 day period, the delinquency is not cured and/or the foreclosure process is initiated, Owner authorizes Manager to deduct from any other funds being held by Manager for Owner any remaining Manager Fees or funds due to Manager related



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to services performed under this agreement. Additionally, Owner authorizes Manager to return any security deposit being held by Manager to a tenant of the Property in addition to any prorated amount of rent being held by Manager and Manager may terminate this agreement. This paragraph does not preclude the Manager from seeking any other remedies under this agreement or at law that may be available to the Manager.

5. LEGAL COMPLIANCE: The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, management, or care of the Property.

6 RESERVES: Upon execution of this agreement, Owner will deposit the following amount with Manager to be held in a trust account as a reserve for Owner: \$300.00 for each unit within the Property or Properties managed by Manager under this agreement. Manager may, at Manager's discretion, use the reserve to pay any expense related to the management of the Property(ies) (including, but not limited to, Manager's fees). If the balance of the reserve becomes less than the amount stated, at any time, Manager may: (a) deduct an amount that will bring the balance to the amount stated from any subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Manager to bring the balance to the amount stated.

7. ADVANCES: Owner will, in advance, provide Manager all funds necessary for the management of the Property. Manager is not obligated to advance any money to Owner or to any other person.

8. OWNER'S REPRESENTATIONS:

A. General:

(1) Except as disclosed in Paragraph 19, Owner represents that:

- (a) Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- (b) Owner is not bound by: (i) another agreement with another Manager, Broker, Sales Agent, Leasing Agent, or their associates, for the sale, exchange, lease, or management of the Property that is or will be in effect during this agreement; or (ii) an agreement or covenant that prohibits owner from leasing the property;
- (c) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (d) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (e) the Property is not subject to the jurisdiction of any court;
- (f) the optional user fees for the use of common areas (for example, pool or tennis courts) in the Property's subdivision are: _____; and
- (g) all information related to the Property that Owner provides to Manager is true and correct to the best of Owner's knowledge.

(2) Manager may disclose to a tenant or to a prospective tenant any information related to the



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representations made in this Paragraph 8.

B. Property Condition: Owner and Manager are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of a tenant. Owner is obligated under the Property Code to repair any such condition for a tenant. Owner represents that:

- (1) any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; and
- (2) Owner is not aware of a condition concerning the Property that materially affects the health or safety of a tenant, except as stated below, in this agreement, or in any addendum:

C. Lead-Based Paint: If the Property was built before 1978, Owner will complete and attach to this agreement an addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.

9. OWNER'S COOPERATION: Owner agrees to:

- A. not rent or lease the Property to anyone without Manager's prior written approval;
- B. not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Manager;
- C. not deal with or negotiate with any tenant in the Property concerning any matter related to the management of the Property but refer all such dealings to Manager;
- D. not enter into a listing agreement or property management agreement with another Manager, Broker, Sales Agent, Leasing Agent, or their associates, for the rental, leasing, or management of the Property to become effective during this agreement;
- E. provide Manager with copies of any existing leases or rental agreements related to the Property;
- F. provide Manager with keys and access devices to the Property;
- G. provide Manager with copies of all warranties related to the Property or any item in the Property;



- H. tender to Manager any security deposits paid by any existing tenants in the Property;
- I. complete any disclosures or notices required by law or a lease of the Property;
- J. amend applicable notices and disclosures if any material change occurs during this agreement; and
- K. notify Manager if Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees.

10. INSURANCE:

- A. At all times during this agreement, Owner must maintain in effect:
 - (1) a public liability insurance policy that names Manager as a co-insured or additional insured and covers losses related to the Property in an amount of not less than \$150,000.00 on an occurrence basis; and
 - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- B. Not later than the 15th day after the Commencement Date, Owner must deliver to Manager copies of certificates of insurance evidencing the coverage required under Paragraph 10(A). If the coverage changes at any time during this agreement, Owner must deliver to Manager a copy of the insurance certificate evidencing the change not later than 10 days after the change.
- C. If Owner fails to comply with Paragraphs 10(A) or 10(B), Manager may:
 - (1) purchase insurance that will provide Manager the same coverage as the required insurance under Paragraph 10(A)(1) and Owner must promptly reimburse Manager for such expense; or
 - (2) exercise Manager's remedies under Paragraph 16.
- D. If Owner fails to comply with Paragraphs 10(A) or 10(B), Owner agrees to indemnify and will indemnify Manager for any and all liability relating to, involving, or concerning the Property or the management of the Property. This Paragraph 10(D) survives termination of this agreement.

11. MANAGER'S FEES: All fees to Manager under this agreement are payable in Harris County, Texas. This Paragraph 11 survives termination or expiration of this agreement with regard to fees earned during this agreement which are not payable until after its termination. Manager may deduct any fees under this Paragraph 11 from any funds Manager holds in trust for Owner. If more than one property or unit is made part of and subject to this agreement, each of the provisions herein will apply to each property or unit separately.

- A. Management Fees: Each month Owner will pay Manager \$99.00 (flat management fee).

A vacancy in the Property or failure by a tenant to pay rent does not excuse payment of the minimum management fee. Management fees under this Paragraph 11(A) are payable in advance on the first day of each month.

- B. Leasing Fees for New Tenancies: Strickland Law Firm, PLLC does not offer leasing services for new



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tenancies. Strickland Law Firm, PLLC has an agreement with Equity House Properties LLC whereby Equity House Properties LLC has agreed to provide leasing services for new tenancies to Owners, under a separate Leasing Agreement between Equity House Properties LLC and Owner.

- ❑ C. Renewal or Extension Fees: Each time a tenant in the Property renews or extends a lease, Owner will pay Manager a renewal or extension fee equal to \$99.00.
The renewal or extension fees under this Paragraph 11(C) are earned and payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 11(C) does not apply to month-to-month renewals or month-to-month extensions.
- ❑ D. Service Fees: **Manager does not charge a fee for arranging for the Property to be repaired or maintained** as permitted by this agreement.
Manager does charge a \$10.00 flat fee for each payment of a utility bill or recurring monthly payment made on behalf of Owner.
Manager does charge a 15% general contractor fee for improvements that owner directs Manager to be made to the Property. **Owner will be required to sign a General Contractor Agreement before any improvements will be made to the Property and before a general contractor fee is charged.**
- ❑ E. Interest on Trust Accounts: Any trust account Manager maintains under this agreement may be an interest-bearing or income producing account. The State of Texas or Manager may retain any interest or income from such account as compensation under this agreement.
- ❑ F. Administrative Fees: If Manager collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges (as authorized under Paragraph 4(A)), Manager will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 11(F) are earned and payable at the time Manager collects such fees.
- ❑ G. Fees Related to Insurance and Legal Matters: If Owner requests or instructs Manager to coordinate or communicate with any insurance carrier regarding any casualty to or on the Property or if Owner requests or instructs Manager to appear in any legal proceeding or deposition related to the Property (including, but not limited to, eviction appeals, tenant disputes, security deposit disputes, and suits for damages) but expressly excluding evictions in Justice Court, Owner will pay Manager \$100.00 per hour for Manager's time expended in the such matters and in preparation of such matters. Fees under this Paragraph 11(G) are earned at the time the services are rendered and payable upon Owner's receipt of Manager's invoice. Receipt by Owner is agreed to be the day of delivery to the email address given for Owner above.
- ❑ H. Fees in the Event of a Sale:
 - (1) Fee if a Tenant Purchases Property: If at any time during this agreement or within 90 days after it ends, Owner sells the Property to a tenant who occupied the Property during the term of this agreement, Owner will pay Equity House Properties LLC a fee equal to 6% of the sales price.



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Equity House Properties LLC is a third party beneficiary under this contract.

Fees under this Paragraph 11(H)(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Manager will waive any fees due to Equity House Properties LLC under Paragraph 12 at the time the sale closes.

(2) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Equity House Properties LLC is not paid a fee under Paragraph 11(H)(1), Owner will pay Manager a fee equal to 2% of the sales price for Manager's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 11(H)(2) are earned at the time such services are rendered and payable upon Owner's receipt of Manager's invoice. Receipt by Owner is agreed to be the day of delivery to the email address given for Owner above.

(3) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.

(4) Separate Listing Agreement Controls: If Owner sells the Property and pays Equity House Properties LLC the fee under a separate written listing agreement between Owner and Equity House Properties LLC: (a) this Paragraph 11(H) will not apply; and (b) Manager will waive any fees due under Paragraph 12 at the time the sale closes.

I. Other: _____

12. FEES UPON TERMINATION: At the time this agreement ends, Owner must pay Manager:

- A. all amounts due Manager under this agreement; and
- B. if the Property is leased to a tenant on the date this agreement ends and Owner terminates this agreement, an amount equal to the lesser of:
 - (a) the management fees that would accrue over the remainder of the term of the lease; or
 - (b) an amount equal to one month's rent.

13. EXPENSE REIMBURSEMENT: Upon Owner's receipt of Manager's invoice, Owner will reimburse Manager the following expenses that are related to the management of the Property: (a) copy charges; (b) charges for long distance telephone calls or long distance facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photos and videos; (f) reasonable travel expenses, including but not limited to mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Manager is authorized to make under this agreement for Owner or that Owner otherwise authorizes Manager to make for Owner.

14. FUNDS RECEIVED AFTER TERMINATION: Except as provided in Paragraph 4(I), if Manager receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and others), Manager will deposit those funds in Manager's trust account and will: (a) pay 15% of the funds



received to Manager as compensation for services (for example, research, accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

15. LIABILITY AND INDEMNIFICATION:

- A. Manager is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Manager's negligence, including but not limited to injuries or damages caused by:**
- (1) Brokers or their associates, Sales Agents or their associates, Leasing Agents or their associates, inspectors, appraisers, and contractors who are authorized to access the Property;**
 - (2) acts of third parties (for example, vandalism, theft, or other criminal acts);**
 - (3) acts of God;**
 - (4) freezing or leaking water pipes;**
 - (5) a dangerous condition or environmental condition on the Property; or**
 - (6) the Property's non-compliance with any law or ordinance.**
- B. Manager is not responsible or liable in any manner for:**
- (1) any late fees or other charges Owner incurs to any creditor; or**
 - (2) damages to Owner caused by a tenant's breach of a lease.**
- C. Owner agrees to protect, defend, indemnify, and hold Manager harmless from any damage, costs, attorney's fees, and expenses that:**
- (1) are caused by Owner, negligently or otherwise;**
 - (2) arise from Owner's failure to disclose any material or relevant information about the Property;**
 - (3) are caused by Owner giving incorrect information to any person; or**
 - (4) are related to the management of the Property and are not caused by Manager, negligently or otherwise.**
- D. Owner is responsible and liable for all contracts and obligations related to the Property (for example, maintenance, service, repair and utility agreements) entered into before or during this agreement by Owner or by Manager under Manager's authority under this agreement. Owner agrees to hold Manager harmless from all claims related to any such contracts.**

16. DEFAULT: A party is in default if the party fails to cure a breach within 10 days after receipt of written demand from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney's fees; and (d) exercise any other remedy available at law. Manager is also entitled to recover any compensation Manager would



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have been entitled to receive if Owner did not breach this agreement.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Owner or Manager is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. SPECIAL PROVISIONS:

Referring Agent (or alternatively, Equity House Properties LLC) gets the right of first refusal to sell Property if Owner wants to sell. If Property does not close this contract will automatically be voided. Manager works with vendors that provide a rebate program (i.e. Summer Energy, Home Depot, etc.). Manager must disclose to our clients that we accept rebates from vendors.

20. ADDENDA: Incorporated into this agreement are the following addenda, exhibits, and other information:

- A. Information About Brokerage Services
- B. Addendum Regarding Lead-Based Paint
- C. Multiple Property Addendum
- D. Owner's Notice Concerning Condition of Property under Property Management Agreement
- E. Property Manager's Inventory and Condition Report
- F. Addendum for Authorization to Act for Owner before Owners' Association
- G. Copy of Rules and Regulations of an Owners' Association
- H. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
- I. _____

Note: Complete and deliver to Manager IRS W-9 Form or similar form. Manager maintains a privacy policy that is available upon request.

21. AGREEMENT OF PARTIES:

- A. Entire Agreement: This document contains the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignments: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect: Owner's obligation to pay Manager an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.



- D. Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this agreement.
- F. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. Context: When the context requires, singular nouns and pronouns include the plural.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

22. INFORMATION:

- A. **Manager's fees or the sharing of fees between Managers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age).**
- C. **Owner may review the information Manager submits to an MLS or other listing service.**
- D. **Manager advises Owner to remove or secure jewelry, prescription drugs, and other valuables.**
- E. **The Property Code requires certain types of locks or security devices on all exterior doors of residential rental properties and requires smoke detectors in certain locations. The Property Code requires the security devices to be rekeyed and the smoke detectors to be tested each time a new tenant occupies the Property.**
- F. **By entering into this agreement, Owner is entering into a contractual relationship to have Manager perform property management services and both parties understand that this does not create a legal attorney-client relationship. Both parties also understand that this contractual relationship does not establish, or allow for an assumption of, attorney-client privilege. Strickland Law Firm, PLLC will require the execution of a Fee Agreement or Engagement Agreement prior to accepting a client for legal services.**



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G. Manager is not your attorney. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

Date Signed _____

Date Signed _____

Duncan Strickland
Manager's Representative's Name

Owner's Printed Name

Manager's Representative's Signature

Owner's Signature

24072374
Manager's Representative's Lic. No.

Owner's Printed Name (if additional owner)

Owner's Signature (if additional owner)