

MANAGEMENT AGREEMENT AND EMPLOYMENT CONTRACT

1 In consideration of the covenants contained herein OWNER or authorized representative of the OWNER namely
2 _____ (hereinafter called "OWNER"), and CHRISTOPHER ROBERT CORPORATION,
3 (hereinafter called "BROKER"), agree as follows: The OWNER hereby employs BROKER exclusively to rent, lease, operate and
4 manage his/her/their property located at _____ in _____ Arizona
5 _____ upon the terms hereinafter set forth. OWNER may cancel this management agreement; A) during any
6 vacancy period which occurs, after the expiration of 180 days of original term, without payment of a cancellation fee or B) at any
7 time by paying BROKER a cancellation fee of equal to one months rent. This management agreement is for a period of five years
8 from inception date of _____ 2013. Until cancelled this management agreement will renew automatically
9 annually after the expiration of original term with notice sent to OWNER as required by the Arizona Department of Real Estate.

BROKER RESPONSIBILITIES

11
12 BROKER accepts the employment from OWNER and agrees to use diligence in the management of the premises for the period of
13 time stated above and upon the terms and conditions as stated herein. BROKER agrees to furnish the services of CHRISTOPHER
14 ROBERT CORPORATION for leasing, operating, and managing the premises as described herein.

15 BROKER is not responsible to pay property taxes, special assessments, fire insurance, liability insurance or any other debt which
16 is related or may become related to this property unless instructed in writing to pay same by the OWNER. BROKER will,
17 providing funds are available in the OWNERS account, pay any debt related to the property when a written notice from the
18 OWNER is received 30 days in advance of the payment due date.

19 BROKER (is) (is not) hereby instructed and authorized by the property OWNER to pay mortgage indebtedness and home-
20 owners association dues, providing funds are available in OWNER'S account.

21
22 Lender #1 _____ Lender #2 _____
23
24 Address _____ Address _____
25
26 City/State/Zip _____ City/State/Zip _____
27
28 Monthly Pymt _____ P I T I Monthly Pymt _____ P I T I
29
30 Loan # _____ Loan # _____
31
32 Association _____ Insurance Company _____
33
34 Address _____ Address _____
35
36 City/State/Zip _____ City/State/Zip _____
37
38 Pymt amount _____ Code _____ Agent & Phone _____
39
40 Due date _____ month quarter annual Policy # _____
41
42
43
44

45 OWNER INITIALS DATE OWNER INITIALS DATE AGENT INITIALS DATE BROKER INITIALS DATE

CHRISTOPHER ROBERT CORPORATION

RESIDENTIAL SPECIALISTS

48 231 W. GIACONDA WAY * SUITE 133 * TUCSON, ARIZONA * 85704

49 520-529-3400 (OFFICE) * 520-618-3350 (FAX)

50 E:MAIL - DALE@CHRISROBERTCORP.COM

2
3 Property address _____
4

5 BROKER shall furnish a monthly accounting statement (on approximately the 20th day of each month) and annual accounting
6 statement (by January 31st of each year) indicating property income and expenses. BROKER is instructed by the property
7 OWNER to maintain a minimum account balance on his/her/their property account of \$_____.00 at all times plus a minimum
8 of one month mortgage payment (if applicable) and one month association dues (if applicable) rounded upward to the nearest
9 hundred dollar amount. This balance is to be maintained at all times during this agreement for OWNER to assure monthly
10 mortgage payment and association dues can be paid in a timely manner for OWNER. BROKER is furthermore instructed by the
11 property OWNER to pay property operating expenses, property maintenance bills, and management commissions from OWNER
12 funds. In the event the disbursements exceed incoming rents the BROKER is to request a cash contribution of funds from
13 OWNER by e-mail (if such address has been furnished) by OWNER or by standard United States postal mail. OWNER agrees to
14 send any cash contribution of funds to BROKER promptly upon request. BROKER agrees to furnish documentation of property
15 expenses in a type format as prepared by BROKER monthly with the accounting statement.
16

17 BROKER shall deposit all funds collected on behalf of the OWNER in a Trust Account established for the precise purpose of
18 property management as required by the Real Estate Department of the State of Arizona. After maintaining the minimum account
19 balance as stated above BROKER shall disburse funds to OWNER by direct deposit into a personal account of OWNER or by
20 standard United States postal mail as OWNER instructs BROKER. Tenant security deposits may be held in this same trust account
21 along with funds collected on behalf of the property OWNER. All management commissions when due will be disbursed from this
22 trust account and made payable to CHRISTOPHER ROBERT CORPORATION operating account. Trust account shall be in a
23 national or state institution qualified to engage in the banking or trust business and no funds belonging to BROKER personally
24 shall be co-mingled in said trust account in compliance with the Real Estate Department of the State of Arizona. OWNER agrees
25 to not hold BROKER liable in the event of bankruptcy or failure of said depository. Interest, if any, paid on funds maintained in
26 this account shall be the sole assets of CHRISTOPHER ROBERT CORPORATION.
27

28 OWNERS AUTHORIZATION

29
30 OWNER hereby gives the BROKER the power and authority as stated within this agreement and agrees to assume the expenses in
31 connection with this management agreement of his/her/their property.
32

33 BROKER is instructed to place print advertising, including newspaper and multiple listing service, and install for rent signs and
34 directional signs at such time as tenant vacates property. Cost of advertising is indicated on page 4 of this MANAGEMENT
35 AGREEMENT AND EMPLOYMENT CONTRACT. At BROKER discretion these ads or signs advertising property for rent may
36 be placed 30 days prior to tenant vacating. BROKER is to act as OWNER to sign all rental / lease agreements (not to exceed 60
37 months) and extension of agreements and or cancel rental (lease) agreements for the property. Also BROKER shall terminate
38 tenancies and sign and serve in the name of the OWNER such notices as are appropriate to institute and prosecute actions and to
39 evict tenants and recover rents and other sums due or which become due from tenant. BROKER is to collect all amounts due from
40 tenant as these amounts become due from tenant and to issue receipts for same. BROKER at his discretion may settle and
41 compromise lawsuits or debts determined to be owed by tenant (present or past) on behalf of the OWNER when necessary to
42 expedite collection and settlement of funds owed. When funds owed by tenant are received prior to sheriff eviction BROKER may
43 on behalf of the property OWNER draft a replacement rental agreement (lease) or re-instate lease for tenant to remain in property.
44 If tenant remains in property BROKER may require tenant to complete a new application for tenancy to update tenant information
45 and on file credit report. BROKER is authorized by the property owner to collect a fee of one hundred dollars and 00/100 cents for
46 administrative costs from tenant being re-instated to continue residing in property.
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53 _____
OWNER INITIALS DATE OWNER INITIALS DATE AGENT INITIALS DATE BROKER INITIALS DATE

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5 BROKER is to make or cause to be made and supervise all repairs and alterations to the property including but not limited to
6 painting, heating, cooling, roofing, electrical, & plumbing. All supplies purchased for these repairs, labor, and service calls as
7 invoiced by work personnel are to be paid as property maintenance from OWNER account. Contractors or bidding personnel shall
8 be paid a bid/service call fee of twenty-five dollars unless selected to perform work. One or more bids may be obtain for property
9 OWNER when requested by OWNER or when BROKER believes the bidding process is in the best interests of property OWNER
10 to lower property maintenance expenses. Repair of any one item exceeding five hundred dollars is to be approved by the property
11 OWNER. Approval is to be received by e-mail or written instruction unless the item-requiring repair must receive immediate
12 attention to not violate the Landlord Tenant Act of Arizona or in BROKERS opinion to mitigate damage and expense costs.
13

14 BROKER is instructed by property OWNER to hire and discharge as necessary all property maintenance personnel. OWNER
15 acknowledges that non-licensed personnel may be hired and supervised by BROKER when law does not require a licensed
16 contractor. Estimated job costs or hourly rates of non-licensed personnel will be given to OWNER upon request. A service and
17 supervision fee of 20% of the amount of the invoice will be added to all work supervised by BROKER or Brokers staff.
18

19 In such event the property is damaged to the extent that an insurance claim is necessary OWNER gives BROKER authorization to
20 file insurance claim on his/her/their behalf and to act with the same power and authority as if BROKER was the actual property
21 OWNER. OWNER agrees to pay a supervision fee of 20% of the total costs for BROKERS time in order to protect OWNERS
22 legal rights to have the property returned to its pre-loss condition. BROKER is not to receive any additional compensation for time
23 spent supervising or inspecting property repairs.
24

25 BROKER is to make or cause to be made contracts to supply property with utilities such as electric, water, rubbish hauling and
26 other services as BROKER deems necessary to maintain and properly manage property. OWNER upon cancellation of
27 management agreement agrees to assume the contractual liability of any agreement entered into on their behalf during the term of
28 this management agreement.
29

30 BROKER may perform any duties or services through OWNER'S attorneys, employees, or agents without being responsible for
31 the acts, defaults, or negligence providing reasonable care was exercised by BROKER in their appointment and retention. All
32 costs for these services shall be paid from OWNERS account or if appropriate funds to pay invoice are not on deposit with
33 BROKER, OWNER agrees to immediately remit funds needed upon demand by BROKER or billing party. OWNER agrees to
34 save BROKER harmless from any damage suits in connection with the management of the herein-described property and from
35 any and all liability from injury suffered by any maintenance personnel or any other person whomsoever. OWNER agrees to carry,
36 at his/her/their personal expense, necessary public liability insurance adequate to protect BROKER in the same manner and to the
37 same extent necessary public liability insurance protects OWNER. BROKER shall be named as co-insured on the property and
38 liability policies of OWNER. BROKER shall not be held responsible or liable for any error or mistake of fact or law, or for any
39 item which BROKER may do or refrain from doing, except in cases of willful misconduct or gross negligence. OWNER as stated
40 above shall pay all legal expenses.
41

42 OWNER acknowledges that BROKER does not guarantee rental value, occupancy, compliance by tenant with rental agreement,
43 property condition during or after tenancy or loss of items from property. OWNER expressly requests BROKER to compile a
44 move out inspection report upon any tenant vacating property and to charge amounts for damage or such other costs as BROKER
45 feels appropriate under the Arizona Landlord Tenant Act. OWNER agrees to accept all costs billed by BROKER to tenant,
46 collected from tenant, or not billed to tenant as appropriate monetary amounts as determined by BROKER.
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52 OWNER INITIALS DATE OWNER INITIALS DATE AGENT INITIALS DATE BROKER INITIALS DATE

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5 **OWNERS COMPENSATION AGREEMENT TO AGENT FOR SERVICES RENDERED**

6 For and in consideration of the services to be performed by BROKER or broker's staff BROKER is authorized by the property
7 OWNER in this MANAGEMENT AGREEMENT AND EMPLOYMENT CONTRACT to deduct the following stated fees from
8 OWNER'S trust account balance.

9
10 A fee of 5% per month on rent collected during remaining term of lease (maximum of 12 months) which was negotiated
11 and written by a party other than BROKER prior to the inception of this MANAGEMENT AGREEMENT AND EMPLOYMENT
12 CONTRACT.

13 - OR -

14 First months rent for any 12 month lease agreement negotiated and written by BROKER plus account servicing fee of 5% per
15 month on rent collected during 12 month lease term starting with the 2nd month of lease agreement.

16 - OR -

17 75% of the first months rent for any 9 month lease agreement negotiated and written by BROKER plus account servicing fee of
18 5% per month on rent collected during 9 month lease term starting with the 2nd month of lease agreement.

19 - OR -

20 50% of the first months rent for any 6 month lease agreement negotiated and written by BROKER plus account servicing fee of
21 5% per month on rent collected during 6 month lease term starting with the 2nd month of lease agreement.

22 - OR -

23 25% of the first months rent for any 3 month lease agreement negotiated and written by BROKER plus account servicing fee of
24 5% per month on rent collected during 3 month lease term starting with the 2nd month of lease agreement.

25 - OR -

26 15% of the monthly rent for a month to month extension agreement for an existing tenant only.

27
28 All advertising placed on behalf of OWNER for property will have a service fee of 20% of the amount billed to CHRISTOPHER
29 ROBERT CORPORATION added to the advertising cost. One for rent sign will be installed in front of house for each vacancy at
30 a cost of \$20 and directional arrows will be installed, on corners when allowed, at a cost of \$5 each. Tucson Board of Realtors -
31 Multiple Listing Service advertising will be placed at a cost of \$50 per vacancy period.

32
33 BROKER is instructed by the property OWNER to not write a lease agreement for a tenant of less than 12 months unless lease
34 agreement is in addition to the original 12-month lease agreement for the same tenant. Month to Month extension agreement is
35 only to be used when rent is increased by no less than 10% of prior lease agreement stated rent. All extension and lease renewals
36 are to be charged a fee at the rates stated above. Lease terms of more than one year will be charged annually at the lease rate stated
37 on lines 184 and 185 above.

38
39 Broker shall be paid a commission of 50% of all non-sufficient funds checks and/or late charges collected for late rent or past due
40 maintenance billings owed by tenants. All notice fees collected within this contract are funds of BROKER for serving said notice.

41
42 BROKER shall be paid a commission of 40% of all amounts collected by BROKER on a past tenant delinquent accounts
43 providing no additional collection fees are paid to an outside collection agency. BROKER shall receive a reduced commission of
44 10% of all amounts collected by BROKER from a past tenant delinquent account, which BROKER refers to a collection agency.
45 All costs of services performed to collect a debt will be paid from amount due to OWNER. BROKER is then to instruct collection
46 agency to add collection costs to the overall past tenant delinquent amount and when necessary to file an additional collection suit
47 to collect these fees. OWNER empowers BROKER to have collection agency file a suit on any and all amounts due or which
48 become due by a past tenant. OWNER agrees to pay all attorney fee's and collection fee's until such time as these fee's can be
49 collected from past tenant and reimbursed to the property OWNER.

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53 OWNER INITIALS DATE OWNER INITIALS DATE AGENT INITIALS DATE BROKER INITIALS DATE

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5 At such time as OWNER elects to sell, exchange or option the herein managed property OWNER agrees to recognize
6 CHRISTOPHER ROBERT CORPORATION as the marketing/selling BROKER marketing property when vacant (without tenant
7 occupancy) for a period of not less than six months. Price shall be determined by BROKER purchasing a conventional appraisal
8 on behalf of OWNER at BROKER'S expense. Commission due at close of escrow shall be 7% of closing price. In the event a
9 current or past tenant during term of tenancy, or within 365 days thereafter, purchases property commission due from OWNER at
10 close of escrow will be 7% of closing price.

11
12 *The person or person's signing this MANAGEMENT AGREEMENT AND EMPLOYMENT CONTRACT below represent that they*
13 *are the legal Owner(s) of property or have been duly appointed by a court of proper jurisdiction to contractually obligate*
14 *themselves or the property Owner(s) to this contract. All parties signing this agreement acknowledge that this agreement is*
15 *intended to be a legally binding contract. Should they have any questions of a legal or tax consequential nature this contract*
16 *should not be endorsed until answers to these questions have been obtained by them to their satisfaction. Broker is not liable for*
17 *any monetary or tax loss that may be created by the renting, leasing, sale, exchange, or option to purchase of this property for the*
18 *property Owner. If any provision or condition of this agreement is found by a court or by the Arizona Department of Real Estate*
19 *or by any jurisdictional body to be invalid, or overly broad the parties to this contract agree that such provision or condition of*
20 *this agreement shall only be modified or stricken by the jurisdictional body to the minimum extent deemed necessary to make*
21 *contract valid, legal and enforceable between the parties to this contract. All other provisions of this contract shall remain in full*
22 *force and effect as intended and shall bind the parties together.*

23
24 Broker _____ Property
25 Authorized _____ Owner
26 Representative _____ Approval _____

27
28 Date Signed _____ Date Signed _____

29
30 Designated _____ Property
31 Broker _____ Owner
32 Approval _____ Approval _____

33
34 Date signed _____ Date Signed _____

35
36 Estimated rents _____ Owners SSN# _____

37
38 Special Instructions _____ Owner printed name _____

39
40 _____ Address _____

41
42 _____ City/State/Zip _____

43
44 _____ Residence # _____

45
46 _____ Business # _____

47
48 _____ Fax # _____

49
50 _____ Cell # _____

51
52 _____ Cell # _____

53
54 _____ Email _____

55
56 _____ Other _____

57
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