

TYRRELL MANAGEMENT COMPANY

PROFESSIONAL PROPERTY MANAGEMENT AGREEMENT

PARTIES

In Consideration of the mutual covenants and promises herein contained, (hereafter OWNER) and **Tyrrell Management Co.** (hereafter AGENT), agree as follows:

EXCLUSIVE AGENTS

1. The Owner hereby employs the Agent and gives to him the exclusive right to manage, rent, lease and operate the property known as _____, **Porterville, CA 93257** upon the terms hereinafter set forth for a period of one year beginning on the _____, day of _____, **2011**, and ending on the _____, day of _____, **2012**. Thereafter this Agreement shall remain in full force and effect unless either party shall serve written notice that the Agreement shall terminate thirty days after receipt of such notice providing all monies advanced by or owing to Agent shall have been paid in full.

RENTING OF PREMISES

2. The Agent accepts the employment and agrees:

A. To use due diligence in the management and rental of the premises for the period and upon Terms herein provided, and agrees to furnish the Agent's services for the managing, Renting, leasing and operating of the subject premises.

MONTHLY STATEMENTS

B. To render monthly a schedule of income and statements of receipts, expenses and charges and remit to Owner, upon his request, receipts fewer disbursements. In the event the ending disbursements shall be in excess of the rents collected by the Agent, the Owner hereby agrees to pay such excess promptly upon demand of the Agent, prior to such disbursements.

SEPARATE OWNER'S FUND

C. To deposit all receipts collected for Owner (less any sums properly ducted of otherwise provided herein) in a trust account in a national or state chartered and insured bank or trust company, separate from Agent's personal account. Agent will not be held liable in event of bankruptcy, foreclosure or failure of a depository and Agent will not be held responsible for uncollectable rents.

ADVERTISING AND SIGNS

D. To advertise the availability for rental of the subject premises and to display "for rent" signs thereon.

3. The Owner hereby gives to the Agent the following authority and powers and agrees to assume all expenses in connection with the following:

COLLECTION OF RENTS AND LEGAL PROCEDURES

A. To advertise the availability for rental of the subject premises and to display "for rent" signs thereon; to sign, renew and/or cancel leases for the premises or any part thereof; to collect rents due or to become due; to terminate tenancies and to sign and serve in the name of the Owner such notices as are necessary for this purpose; to institute and prosecute actions to evict tenants and to recover possession of said premises; to sue for in the name of Owner and recover rents and other sums due; and when expedient, settle, compromise and release such actions or suits or reinstate such tenancies. Any lease executed for the Owner by the Agent shall not exceed one year.

REPAIRS

B. To make or cause to be made and supervise normal repairs, alterations and decorating of said premises, to purchase operating supplies and pay bills therefore. The Agent agrees to secure prior approval of the Owner on all expenditures in excess of **\$100.00** for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum. If in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for in the leases.

SERVICE CONTRACTS

C. To contract and/or provide for electricity, gas, fuel, water, rubbish hauling, and other services or such of them as the Agent shall deem advisable, the Owner to assume the obligation of any contract so entered into at the termination of this Agreement.

4. The Owner further agrees:

SAVE HARMLESS

A. To hold and save Agent free and harmless from damages or injuries to person or property by reason of any cause whatsoever either in and about the premises or elsewhere when Agent is carry out the provisions of this contract or acting under the express or implied directions of Owner.

B. To reimburse Agent upon demand for any monies which the latter is required to pay out for any reason whatsoever, either in connection with or as an expense in defense of, any claim, civil or criminal

action, proceeding, charge or prosecution made, instituted or maintained against Agent or Owner and Agent jointly or severally, affecting or due to the condition or use of the premises, or acts of omission of Agent or employees of Owner or Agent, or arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages and/or compensation of employees or former employees of Owner, or otherwise.

C. To defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against Agent or Agent and Owner jointly or severally arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Agent from any judgment, loss or settlement on account thereof. It is expressly understood and agreed that the foregoing provisions of this article shall survive the termination of this Agreement, but this shall not be construed to mean that Owner's liability does not survive as to other provisions of this Agreement. Nothing contained in subdivisions A. and B. of this article shall release Agent from responsibility to Owner for gross negligence.

INTEREST AND TAX PAYMENTS

D. That Agent is hereby instructed and authorized to pay mortgage indebtedness, property and employee taxes and special assessments with the following exceptions: **owner is responsible**.

INSURANCE

E. To Place with a responsible insurance agent, fire, liability, Workman's Compensation, steam boiler, pressure vessel or any other insurance necessary for the Owner's protection and the Agent is hereby directed to accrue and pay for same from the Owner's funds, with the following exceptions: **owner is responsible**. Minimum liability insurance of \$300,000 for each occurrence, and \$600,000 aggregate which shall name Agent as additional insured shall be kept at all times.

F. To refer all inquires for any lease or rental agreement to Agent and that all negotiations connected therewith shall be conducted by Agents.

G. That in event Owner fails to comply with any rule, order, judgment, or law of any governmental authority or statute or ordinance, Agent may terminate this Agreement upon 48 hours written notice to Owner. In the event that a petition in bankruptcy is filed by or against Owner or Agent or in the event that either shall make an assignment for the benefit of creditors, either party may forthwith terminate this Agreement without notice.

H. That Agent shall have all other necessary authority to carry out the intent of this agreement and to protect the interests of the Owner.

I. If property is to be list for sale, agent is to be notified in advance.

AGENT'S COMPENSATION

For and in consideration of the above services, Owner agrees to pay to Agent a monthly sum of () percent of the gross income of the property or properties operated. Said sums to be determined each month and deducted from the sum available to Owner. If Owner terminates the Agreement prior to the 1st anniversary of the agreement, Owner agrees to pay to Agent an administrative fee of **\$100.00**.

Fees: The Agent shall retain, in addition to all other compensation described herein, all application fees, screening fess charged to prospective tenants, late fees, NSF fees, advertising rebates, and banking rebates as partial payment for services and reimbursement for expenses. All such fees shall be paid directly to Agent and taken by Agent when received.

In the event a lawsuit is instituted to enforce the terms of this Agreement, the prevailing party therein shall be entitled to a reasonable attorney's fee.

This Agreement shall bind and benefit alike the heirs, successors and assigns of the parties hereto and sets forth the entire agreement of the parties.

Date _____
Owner

Owner

Address:

Phone:

By _____
David R. Tyrrell, California Real Estate Broker
License #00513035

Social Security Number _____

Or

Federal Tax ID Number _____