

MANAGEMENT AGREEMENT COVER SHEET

The following information and specifications are hereby incorporated into the attached Management Agreement and made a part thereof for the property located at:

1. Taxpayer Identification Numbers of all owners of the Property listed above:

Name: _____ Taxpayer ID#: _____

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2. Please forward a copy of your insurance binder along with the signed Management Agreement. Please also provide the following information:

Insurance Company: _____

Insurance Policy #: _____ Local Agent: _____

3. Please indicate any bills to be paid by Crossman Properties out of the collected rent or fees for the property (i.e. mortgage, taxes, insurance, snow removal, utilities, etc)*:

Bill to be Paid	Account Number	Due Date

**It is the owner's responsibility to contact the companies listed above and arrange to have those bills sent directly to Crossman Properties for payment.*

4. If no bills are to be paid by Crossman Properties, rent received for the property will be forwarded to you on or about the 14th of each month after deduction of the fee due to Crossman Properties or other fees as provided in the Management Agreement, together with your monthly statement of income and expenses. If bills are to be paid as set forth above, the excess rent, minus Crossman Properties' and other applicable fees, will be forwarded at that time. All rent and monthly statements will be mailed or emailed to you per your preference set forth in Section 7 below. If you would like your rent deposited into

your bank account rather than mailed to you, please indicate below and provide the required account information.

☐ Yes, please deposit the rent due to me after deduction of appropriate expenses into my bank account.

Name of Financial Institution: _____

Account Number: _____ Routing Number: _____

5. Please list all preferred vendors you would like considered for maintenance work or repairs on the property referenced above. All vendors will be required by Crossman Properties to show proof of liability insurance or bond before being authorized to work on a property. Should these preferred vendors be deemed acceptable, Crossman Properties will attempt to contact them first to perform required work. If said vendors are not available, Crossman Properties will have the right to contract with any other vendor in which Crossman Properties' opinion is most competent to attend to any such repair or maintenance.

Landscaping: _____ Plumber: _____

Snow Removal: _____ Carpenter: _____

Electrician: _____ HVAC: _____

Other: _____

6. Online access to your account is provided, which enables you to log onto our system any time and see up-to-date statements and other activity related to your portfolio. This access would be in lieu of monthly income and expense reports being sent to you by Crossman Properties.

☐ Please also send monthly reports to me.

☐ I will access my account online for monthly reports.

7. Designated Owner for receipt of information related to this Management Agreement:

Name: _____

Mailing Address: _____

Phone Number: (____) _____ Email: _____

PROPERTY MANAGEMENT AGREEMENT

AGREEMENT made this _____ day of _____, _____, by and between _____
(hereinafter called "Owner"), and **Crossman Properties** (hereinafter called "Manager").

In consideration of the premises and mutual covenants herein set forth, the parties agree as follows:

1. APPOINTMENT:

Owner hereby appoints **Crossman Properties** as its exclusive agent for the care and management of the properties listed in Exhibit A, attached hereto and incorporated herein, hereinafter called "the Property."

2. AUTHORIZATION:

Manager shall be authorized and required to establish and maintain in effect, operating policies and procedures for the Property to assure the most favorable operation from the viewpoint of the Owner's interest. This shall cover all aspects of management such as leasing, tenant relationships, public relationships, maintenance and accounting.

Manager shall be authorized and required to take all action necessary in order to assure that such policies and procedures are correctly followed.

Manager is hereby appointed the owner's exclusive agent and attorney-in-fact with full power and authority in Owner's name and under seal to advertise the availability for rental of the herein described premises or any part thereof, and to display "for rent" signs thereon; to execute, renew, modify, and/or cancel leases for the premises or any part thereof; and to collect rents due or to become due and give receipts therefore; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions; to evict tenants and to recover possession of said premises; to sue for, in the name of the Owner, and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies. If Manager considers eviction necessary, he will inform Owner. The parties acknowledge and agree that only Owner is legally permitted to institute summary-process proceedings.

3. RESPONSIBILITIES:

a. LEASING

Manager shall be responsible for the leasing of available space in the Property to desirable tenants under terms most advantageous to the Owner.

Standards and procedures for negotiation of leases and renewals shall be established and controlled by Manager.

Manager may employ outside brokers or locators to augment the efforts of on-site employees, and pay the commission currently prevailing in the locality. In order to promote such leasing, newspaper advertising, renting signs, circulars, and other forms of advertising may be utilized at Owner's expense.

b. COLLECTIONS:

Manager shall establish procedures for the collection of rentals and other income from the Properties promptly when such amounts become due, and the deposit of all such amounts in special bank accounts maintained by the Manager for the benefit of the Owner as set forth in Paragraph 4.

c. MAINTENANCE & OPERATION:

Manager shall direct the purchase of necessary supplies; the making of contracts for vermin extermination, and for any other utility or service which **Manager** shall reasonably consider advisable. **Manager** will also direct the making of necessary repairs and alterations.

Manager will be responsible for taking all phone calls, emails and all emergency phone calls from tenants.

All costs associated with the maintenance and operation of the properties will be paid out of the special bank accounts maintained by the Manager for the benefit of the Owner as set forth in Paragraph 4.

Owner's responsibilities shall include paying of all real estate taxes, water bills, insurance on the property, and arranging for rubbish removal services.

Tenant's responsibilities shall include arrangement and payment of all electric, gas, or oil bills, and any other amenities, including but not limited to: phone, internet, cable, and cleaning services.

4. OPERATING ACCOUNTS:

Manager shall establish a separate bank account for the portfolio listed in, "exhibit A", to be known as the _____ (Owner's name) Operating Account, and the funds in such accounts shall be and remain at all time the property of the Owner.

Owner shall advance to Manager the following amount indicated below, which shall be deposited in said accounts, and which represents the estimated disbursements to be made in the first **14** days following the effective date of this Agreement.

- a. One Unit- \$500.00
- b. Two Units- \$500.00
- c. Three Units or more- \$200.00 per unit.

From the Operating Accounts, Manager shall pay all expenses of operating the Properties, including but not limited to: maintenance personnel, janitors, maids and security guards, supplies and materials necessary for the maintenance and operation, outside contracts such as, exterminators, elevator maintenance and landscaping. Manager shall also, if required by law or contract, maintain an escrow account for tenants' security deposits and advance rentals.

[Other expenses such as Real Estate Taxes, insurance, legal fees, mortgage payments, etc., may be paid by Manager or Owner, as may be agreed upon.]

5. INSURANCE:

Both parties hereby agree to carry, each at his/her own expense, necessary public liability insurance adequate to protect the interests of the parties hereto.

6. COMPENSATION:

As full compensation for Manager's services under this Agreement, Owner shall pay to Manager the following percentage of the monthly rental income from the Properties, which Manager may pay to itself monthly out of the Operating Account.

- a. 10% per unit for up two units
- b. 8% per unit for three or more units

7. TERMS:

- a. Commencement and Termination. The Property Manager's duties and responsibilities under this Agreement shall begin on the Effective Date indicated above.
- b. Termination. This Agreement shall terminate on the earlier of: (i) the sale of the Project or (ii) 1 year from the Effective Date, or (iii) a termination as provided in Section 8. Notwithstanding the above, the Property Owner and the Property Manager may elect to extend this Agreement beyond the term set forth above by mutual written agreement.

8. TERMINATION:

- a. Termination by Property Owner. The Property Owner shall have the right to terminate this Agreement only upon the following events: (i) because of the gross negligence, willful misconduct or fraud of the Property Manager, (ii) the bankruptcy, insolvency or inability of the Property Manager to meet its obligation as the same come due or (iii) as directed by a Lender pursuant to the terms of any applicable Loan Documents.
- b. Termination by the Property Manager. The Property Manager shall have the right to terminate this Agreement upon thirty (30) days prior written notice from the Property Manager to the Property Owner indicating its' termination of the Agreement.
- c. Termination on Sale. This Agreement shall automatically terminate upon the sale of the entire Project.
- d. Final Accounting. Within forty-five (45) days after termination of this Agreement for any reason, the Property Manager shall deliver to the Property Owner the following: (a) a final accounting, setting forth the balance of income and expenses on the Project as of the date of termination; (b) transfer to any account indicated by the Property Owner any balance or monies of the Property Owner or tenant security deposits held by the Property Manager with respect to the Project (or transfer the accounts in which such sums are held as instructed by the Property Owner); and (c) deliver to a subsequent property manager or other agent indicated by the Property Owner all materials and supplies, keys, books and records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents which pertain to the Project. For a period of forty-five (45) days after such expiration or cancellation for any reason other than the Property Owner's default, the Property Manager shall be available, through its senior executives familiar with the Project, to consult with and advise the Property Owner or any person or entity succeeding to the Property Owner as owner of the Project or such other person or persons selected by the Property Owner regarding the operation and maintenance of the Project. In addition, the Property Manager shall cooperate with the Property Owner in notifying all tenants of the Project of the expiration and termination of this Agreement, and shall use reasonable efforts to cooperate with the Property Owner to accomplish an orderly transfer of the operation and management of the Project to a party designated by the Property Owner. The Property Manager shall receive its monthly Property Management Fee for such services. The Property Manager shall, at its cost and expense, promptly remove all signs wherever located indicating that it is the Property Manager and replace and repair any damage resulting therefrom. Termination of this Agreement shall not release either party from liability for failure to perform any of the duties or obligations as expressed herein and required to be performed by such party for the period prior to the termination.
- e. Debts and Obligations of the Property Owner. In the performance of its duties hereunder, the Property Manager and its affiliates, shall act on behalf of the Property Owner solely in their capacity as the Property Owner's agent. All debts and obligations to third parties incurred by the Property Manager or its affiliates, in relation to the Project, shall be the debts and obligations of the Property Owner, and neither the Property Manager, nor its affiliates, shall be liable for, and shall be

indemnified by, the Property Owner for any such debts, liabilities or obligations. The Property Manager and its affiliates shall have no obligation or responsibility to make payments with their own funds on any indebtedness incurred on behalf of the Property Owner or the Project, whether secured by the Project, or any portion thereof. Furthermore, this Agreement shall not be terminated by the Property Owner until all existing debts, liabilities and obligations arising out of any loan or the payment for goods or services on behalf of the Project are paid in full or assumed by a successor property manager; any guarantees entered into or made by the Property Manager, its affiliates, principles or officers on behalf of the Project are extinguished; and all fees owed to the Property Manager and its affiliates have been paid in full.

9. ASSIGNMENT:

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

10. INDEMNIFICATION BY PROPERTY MANAGER:

The Property Manager shall indemnify, defend and hold the Property Owner and its shareholders, officers, directors, members, partners and employees harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against the Property Owner where it is determined by final judicial determination that such loss, cost or expense was the result of the acts of the Property Manager which arise out of the gross negligence, willful misconduct or fraud of the Property Manager, its agents or employees or the Property Manager's material breach of this Agreement. If any person or entity makes a claim or institutes a suit against the Property Owner on a matter for which the Property Owner claims the benefit of the foregoing indemnification, then (a) the Property Owner shall give the Property Manager prompt notice thereof in writing; (b) the Property Manager may defend such claim or action by counsel of its own choosing

11. INDEMNIFICATION BY PROPERTY OWNER:

The Property Owner shall indemnify, defend and hold the Property Manager and its shareholders, members, partners, officers, directors, managers and employees harmless from any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against the Property Manager by reason of the operation, management, and maintenance of the Project and the performance by the Property Manager of the Property Manager's obligations under this Agreement, except those which arise from the Property Manager's gross negligence, willful misconduct or fraud. If any person or entity makes a claim or institutes a suit against the Property Manager on matters for which the Property Manager claims the benefit of the foregoing indemnification, then (a) the Property Manager shall give the Property Owner prompt notice thereof in writing; (b) the Property Owner may defend such claim or action by counsel of its own choosing provided such counsel is reasonably satisfactory to the Property Manager; (c) neither the Property Manager nor the Property Owner shall settle any claim without the other's written

consent; and (d) this subsection shall not be so construed as to release the Property Owner or the Property Manager from any liability to the other for a breach of any of the covenants agreed to be performed under the terms of this Agreement.

12. SEVERABILITY:

If any provisions of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, where the application of such provisions or circumstances other than those as to which it is determined to be invalid or unenforceable shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

13. GOVERNING LAW & VENUE

This Agreement shall be governed solely by the laws of the Commonwealth of Massachusetts without giving effect to conflicts of laws principles. The parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Commonwealth of Massachusetts to resolve all disputes, claims or controversies arising out of or relating to this Agreement or any agreement, document or instrument executed and delivered in connection to or with this Agreement or the negotiation, breach, validity, termination or performance of this Agreement and the transactions contemplated hereby.

14. THIS AGREEMENT:

This Agreement contains the entire agreement between the parties, and may not be altered or amended except in writing signed by the parties against whom enforcement of the amendment is sought.

Property Manager

Property Owner

Witnessed by: _____