



## EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

1. PARTIES: This agreement between \_\_\_\_\_, the owner or legally appointed representative of the premises, hereafter called LANDLORD and Maximum Realty, Inc., whereby the LANDLORD appoints Maximum Realty, Inc., its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

2. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and will be in effect for one year. Termination by LANDLORD is effective when actually physically received by Maximum Realty, Inc. In the event this agreement is terminated by LANDLORD, Maximum Realty, Inc. shall continue to receive the rental commission set forth below as long as the tenant(s) placed on the property by Maximum Realty, Inc. shall remain in the unit. In the event this agreement is terminated by LANDLORD, Maximum Realty, Inc.'s rights provided for in paragraph 13 through 15 shall survive such termination. All monies expended by Maximum Realty, Inc. shall be repaid to Maximum Realty, Inc. prior to this cancellation and Maximum Realty, Inc. is authorized to withhold any sums owed to Maximum Realty, Inc. from monies held prior to the final disbursement to LANDLORD. Maximum Realty, Inc. reserves the right to terminate this agreement with thirty (30) days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of Maximum Realty, Inc.'s legal counsel, LANDLORD's actions or inactions are illegal, improper, or jeopardize the safety and welfare of any tenant(s) or other persons. Maximum Realty, Inc. may at its option, continue to hold LANDLORD liable for any commissions due, fees due or monies owed Maximum Realty, Inc. if the tenant(s) remain in the property after such termination by Maximum Realty, Inc.

3. RENTALS: Maximum Realty, Inc. will use its best efforts to lease or rent with the following terms:

Any prorated rent, first month's rent and security deposit will be collected before occupancy. Security deposit shall be: \$\_\_\_\_\_.

Last month's rent:

\_\_\_\_\_ must be collected \_\_\_\_\_ may be collected at Maximum Realty, Inc.'s discretion.

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold Maximum Realty, Inc. harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the tenant(s) for any reason.

Rental rates will be a minimum of \$\_\_\_\_\_ per month, or the current market rate as determined in the sole judgement of Maximum Realty, Inc. Late charges or fees owed by the tenant(s) shall be collected at the discretion of Maximum Realty, Inc. and Maximum Realty, Inc. and LANDLORD will each receive fifty percent (50%) of collected late fees.

4. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages and other charges. LANDLORD agrees that they shall maintain suitable public liability insurance coverage on the property at all times and shall furnish Maximum Realty, Inc. with proof of insurance and a copy of the declaration page. LANDLORD agrees to and does hereby indemnify and hold harmless Maximum Realty, Inc., it's employees, agents and assigns, from any and all claims, suits, damages, costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify Maximum Realty, Inc. for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

5. FUNDS: Any monies collected or received by Maximum Realty, Inc. will be held in Maximum Realty, Inc.'s bank account(s) at UniWyo Federal Credit Union and should any interest be paid, and permitted by law to be retained by Maximum Realty, Inc., shall be retained by Maximum Realty, Inc.

6. CONDOMINIUM/HOMEOWNER'S ASSOCIATIONS: In a condominium unit, the shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing Maximum Realty, Inc. with all current rules and regulations, and for payment of any recreation, land, and/or other fees or fines levied by the association, or assessments and LANDLORD agrees to indemnify Maximum Realty, Inc. for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that Maximum Realty, Inc. is in no way liable for the payment of any fees, fines or assessments.

7. FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings/appliance inventory. It is the LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to Maximum Realty, Inc. of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, Maximum Realty, Inc. shall assume none exist. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys to Maximum Realty, Inc. In unfurnished units, LANDLORD will provide suitable window treatments and appropriate hardware or authorize and reimburse Maximum Realty, Inc. to purchase and install same.

8. LEASING and MANAGEMENT: Maximum Realty, Inc. is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on LANDLORD's behalf, any default notices to tenant(s) as may be necessary. Any legal notices, or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, Maximum Realty, Inc. shall hire an attorney to perform the eviction. Costs and Attorneys Fees to evict tenant(s) or otherwise will be paid by LANDLORD and LANDLORD agrees to hold Maximum Realty, Inc. harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or in part in the future, LANDLORD agrees that Maximum Realty, Inc. is entitled to a commission on any monies received in the percentage set forth below and agrees to remit same to Maximum Realty, Inc. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

\_\_\_\_\_ Maximum Realty, Inc., or its agent, is given the authority to sign all leases.

\_\_\_\_\_ LANDLORD shall sign all leases.

9. DAMAGES/MISSING ITEMS: Maximum Realty, Inc. is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including, but not limited to, theft,

vandalism or negligence of tenant(s) or their guests. An inventory will be checked by Maximum Realty, Inc. or its agent at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, Maximum Realty, Inc. is given the exclusive authority to determine in its professional judgement the amount due, charge the tenant(s) accordingly and/or settle with the tenant(s) upon advice of legal counsel. Maximum Realty, Inc. is give the power to make claims upon the security deposit on behalf of LANDLORD and Maximum Realty, Inc. shall not be held liable for any failure to make claims on any damages which were not readily apparent to Maximum Realty, Inc.

10. **AUTHORITY:** Maximum Realty, Inc. is granted by the LANDLORD the right to manage the property as Maximum Realty, Inc. deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER's, to require release from all parties in the event of a controversy before disbursing funds and to do all those things Maximum Realty, Inc. deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.

11. **REPAIRS:** Maximum Realty, Inc. is given the right to spend in the amount not to exceed \$\_\_\_\_\_ in any one month to purchase items, cleaning, make repairs, and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair Maximum Realty, Inc. deems an emergency and/or necessary in Maximum Realty, Inc.'s sole judgement for the safety of the tenant(s) or the welfare of the property, Maximum Realty, Inc. has the authority to institute repairs, even if over the aforementioned limit. Maximum Realty, Inc. will arrange for all repairs, inspections, maintenance and cleanings, unless LANDLORD has notified Maximum Realty, Inc. in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold Maximum Realty, Inc. harmless for payment of same.

12. **FEE:** Maximum Realty, Inc. shall be entitled to a rental commission from all rent monies collected.

The monthly fee will be 10% of rents received, or a minimum monthly fee of fifty (\$50.00) dollars, whichever is greater. This fee is based on rents received. Should rents not be received, no fee will be charged.

LANDLORD agrees to pay Maximum Realty, Inc. according to the above schedule during the tenant(s) continued occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

Maximum Realty, Inc. agrees to cover all marketing costs of the property including signs, Internet and print media. LANDLORD agrees to pay an annual marketing fee of \$75.00 due on April 1st to Maximum Realty to help offset these expenses.

13. **PROCEEDS:** Maximum Realty, Inc. shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no monies will be released until such time as monies have cleared Maximum Realty, Inc.'s bank should certified funds, cash or other negotiable funds not have been received.

14. **NOTICES:** Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD or Maximum Realty, Inc., notice must be in writing and mailed to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE (FAX) AND SUCH FACSIMILES SHALL BE BINDING AS ORIGINALS.

**IMPORTANT NOTICE**

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
Maximum Realty, Inc.

Landlord Contact Information:

Maximum Realty, Inc.  
217 E Grand Ave #4  
Laramie, WY 82070  
(307) 460-2019

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The Maximum Realty, Inc. Guarantee

- Should LANDLORD, at any time, become dissatisfied with the services provided by Maximum Realty, Inc. LANDLORD may cancel this entire agreement at any time under the terms of Paragraph 2 of this agreement.

## IMPORTANT NOTICE

Maximum Realty, Inc.

### REAL ESTATE DISCLOSURE FOR LANDLORDS OR TENTANTS

**Landlord's Agent.** (No written agreement with Tenant; requires written agreement with Landlord)

If a Landlord signs a written agreement with us, we are an agent for the Landlord. As an agent for the Landlord, we represent the Landlord and owe the Landlord a duty of utmost good faith, loyalty, and confidence, in addition to the **obligations** enumerated below for Intermediaries. The Landlord is legally responsible for our actions as an agent.

We may work with the Tenant in renting property even though we are an agent of the Landlord. In that event, we will not have a written agreement with the Tenant. The Tenant is not legally responsible for our actions. Even though we do not represent the Tenant, we will assist the Tenant as our customer and are obligated to deal fairly and honestly with the Tenant, to answer the Tenant's questions accurately concerning facts we know about the property, and to disclose any adverse material facts we know about the property. As a Landlord's agent, we have duties to disclose to the Landlord certain information; therefore, the Tenant, as our customer, should not tell us any information which the Tenant does not want shared with the Landlord.

**Tenant's Agent.** (Requires written agreement with Tenant)

If a Tenant signs a written Tenant Agreement with us, we will act as an agent for the Tenant. If so, we represent the Tenant and owe the Tenant a duty of utmost good faith, loyalty and confidence, in addition to the **obligations** enumerated below for Intermediaries. The Tenant is legally responsible for our actions as an agent. As a Tenant's Agent, Wyoming law requires us to disclose to potential Landlords all adverse material facts concerning Tenant's financial ability to perform the terms of the transaction. As a Tenant's Agent, we have duties to disclose to the Tenant certain information; therefore, the Landlord should not tell us any information which the Landlord does not want shared with the Tenant.

**Intermediary.** (Requires written agreement with Landlord and Tenant; or Tenant)

The Intermediary relationship is a non-agency relationship which may be established between a broker and a Landlord or a broker and a Tenant in only two situations, both of which require written agreements.

First, if a Tenant who has signed a Tenant Agency Agreement with us wants to look at or rent property we are managing or marketing as an agent for the Landlord, our relationships with the Landlord and Tenant will automatically change to Intermediary (non-agency) relationships with both the Tenant and the Landlord. On this type of in-house transaction, neither the Tenant nor the Landlord will be legally responsible for our actions as an Intermediary.

As an Intermediary (Non-Agent), we will not represent you and will not owe you a duty of utmost good faith, loyalty, and confidence. We will have the following **obligations** to you:

- **disclose known adverse material facts about the property;**
- **exercise reasonable skill and care;**
- **present all offers in a timely manner;**
- **advise you regarding the transaction;**

- **account promptly for all money or property we receive; and**
- **assist in complying with the terms and conditions of any contract and with the closing of the transaction.**

As Intermediary, we will disclose all information to each party, but will not disclose the following information without your informed written consent:

- **the motivating factors for renting or leasing the property;**
- **that you may be willing to agree to a price different than the one offered; or**
- **any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.**

**NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.**

**On \_\_\_\_\_ (date), I provided (Landlord) (Tenant) with a copy of this Important Notice and have kept a copy for our records. Brokerage Company**

**Maximum Realty, Inc.**

**217 E Grand Ave #4 Laramie, WY 82070**

**BY: \_\_\_\_\_**

Signature: Jeff Hasse, Maximum Realty

**We have been given a copy and read this Important Notice on (date) \_\_\_\_\_**

\_\_\_\_\_

**Signature (Landlord) (Tenant)**

\_\_\_\_\_

**Signature (Landlord) (Tenant)**