



## Castle Management Group

### PROPERTY MANAGEMENT AGREEMENT

This Agreement is made and entered into on this date: \_\_\_\_\_ by and between ***Owner Name or Company Name*** herein referred to as Owner, and ***Castle Management Group*** hereinafter referred to as Castle Management Group.

This Agreement shall extend for the period beginning as of the date of the signing of this Agreement and end one year thereafter and will automatically extend monthly unless otherwise terminated by their party. Both parties agreed to provide 60 days notice prior to cancellation of this Agreement after the first year. It is hereby agreed that Castle Management Group will act as the property manager for the property described herein, hereinafter referred to as the "premises" located at

***Full address, county, development and kind***

***One (1) unit(s) in Total***

In consideration of the fees to be paid by Owner, Castle Management Group agrees to act as the property manager subject to the terms and conditions as set forth below:

1. **The following services are to be rendered by Castle Management Group;**

- A. To use diligence in the management of the property and furnish services for the renting, operating and managing the premises in accordance with a standard of care of a property manager of a similar property in New Jersey;
- B. To advertise the premises for rental tenancy unless otherwise specified by Owner;
- C. To establish the terms of, sign, renew and/or cancel leases for the premises or any part thereof, determining and negotiating the amount of the rent and other terms of the lease;
- D. To collect rents due or to become due;
- E. Subject to Owner's approval, to consult with, hire and retain an Attorney at Law of the State of New Jersey, where necessary, to prosecute actions to evict tenants and to recover possession of the premises, where appropriate, and to sue in the name of the Owner, to recover rents and other sums due and owing. Under no circumstance will Castle Management Group or any attorney retained by Castle Management Group be held monetarily responsible for its inability to collect rents; nor shall Castle Management Group or its attorneys be responsible for any expenses incurred for legal action involved in the collection of rents and/or eviction of any tenant and/or damages incurred to the property. All such expense shall be paid by Owner.
- F. Without limitation, to deal in all respects with tenants as may be necessary;
- G. To make or cause to be made and supervise repairs (including 24/7 emergency response), alterations, replacements and improvements to the premises, to clean-up the premises at the conclusion of tenancies in order to properly prepare the premises for new tenants and to purchase supplies and pay bills therefore, so that the premises remains in good, sound and clean condition, charging Owner as otherwise outlined in this Agreement. Castle Management Group will secure the prior approval of Owner for all expenditures in excess of Five Hundred (\$500.00) Dollars for any one item, except monthly or recurring operating charges and/or such repairs that are necessary in excess of said stated amount if, in the opinion of Castle Management Group, such expenditure is necessary to protect the property from damage or to maintain services to the tenants as required in their leases or by local, state or federal laws;
- H. To hire, contract for, discharge and supervise all labor and employees required for the operation and maintenance of the premises, it is being agreed that Castle Management Group may execute its duties in this regard by the hiring of outside contractors at rates that it deems reasonable, charging Owner as otherwise outlined in this Agreement;
- I. To render monthly statements showing receipts, expenses, charges, accruals and disbursements made as required by this Agreement. In the event that disbursements exceed the rents collected, Owner agrees to pay such excess promptly upon demand by Castle Management Group. Castle Management Group shall not be responsible to make any payment for which there is not sufficient funds in Owner's reserve account;
- J. To deposit all receipts collected by Castle Management Group into appropriate clearing account, tenant security account, Owner reserve account and/or other necessary accounts, at qualified financial institutions designated by Castle Management Group, to deduct all sums that are permissible pursuant to the terms of this Agreement, disburse same as appropriate and transfer amounts to which Castle Management Group is entitled into its own business account. Castle Management Group will transfer all of Owner's sums and which are properly payable to Owner to an account to be designated by Owner. Under no circumstance shall Castle Management Group incur any liability for bankruptcy or failure of any financial institution chosen by Castle Management Group in this



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regard. Any interest that may be generated from the clearing account may be retained by Castle Management Group;

- K. In all manners, to manage tenant relations and to take such actions as may be reasonably necessary to properly handle and operate the premises, without limitation and in all respects as may have been done by the Owner in the absence of this Agreement;
  - L. To sign any and all forms, applications and documents typically required of a landlord to allow for the rental of properties within any municipality, including but not limited to NJ Real Estate Commission Rental Listing Documents, Multiple Listings Service Forms. By signing this Agreement, Owner gives to Castle Management Group a limited Power of Attorney to sign any and all said documents which would allow it to carry out the requirements of this Agreement and to allow for the rental of properties for the benefit of Owner;
  - M. Under no circumstance is Castle Management Group required to advance any of its own moneys for any purpose whatsoever.
2. **Marketing Fee.** Castle Management Group will market the premises to obtain tenants unless Owner has already or will enter into a listing agreement with a licensed broker of their choosing. Any and all fees and/or commissions that may be payable in connection with marketing the property will be outlined under a separate agreement.
  3. **Management Fee.** Castle Management Group will retain a sum equal to **Ten (10%) percent** of the gross rent as outlined in the lease. Any late fees paid by Tenants will also be retained by Castle Management Group as the additional costs required to be paid in connection with the recovery of basic rents due and owing by Tenants and shall not be reported as income or expense to Owner. After obtaining an initial tenant and should the property then become vacant, Castle Management Group will charge 75% of the existing **PM** fee until a new tenant is found.
  4. **Eviction Process.** If an eviction of a Tenant is required, Owner has the option of choosing his/her own lawyer to complete the process or utilizing the services of the attorney chosen by Castle Management Group to process the eviction action. If Castle Management Group chooses the lawyer (see paragraph 14), they will be paid from the Reserve Account the sum of \$100 plus filing costs upon the filing of eviction complaint. If an appearance is required at any court proceeding, Castle Management Group will pay from the Reserve Account an additional \$550 for each court appearance. Same is payable to the attorney of record and if requested, Owner will enter into a separate agreement with said attorney for services to be rendered. If tenant satisfies all requirements of the Landlord/Tenant Court and is able to stop the process before completion, the eviction costs will be charged to the tenant, if permitted by law, and once collected, Owner will be reimbursed for all fees paid in that regard through the Reserve Account. Owner may be required to attend certain court proceedings. This will be arranged directly with the attorney.
  5. **Property Reserve.** Castle Management Group will retain the sum of **Four Hundred (\$400) Dollars, per unit**, as a property reserve. Said amount will be deposited into Castle Management Group's Reserve Bank Account and credited to owner's ledger. These funds are to be used for all costs associated with the premises and will be documented with Owner. Property Reserve will be replenished from further rents received from tenant. At the conclusion of this Agreement, said funds will first be utilized to satisfy any outstanding amounts due and owing to Castle Management Group, and thereafter, any funds not utilized will be released to Owner.
  6. **Sale of Premises.** Owner recognizes that he will be restricted in the sale of the premises during the term of the lease pursuant to the lease itself and the laws of the State of New Jersey. Owner may only sell the property subject to those terms. Owner agrees to pay to the licensed real estate broker, if one exists, their commission as per their listing agreement with said broker.
  7. **Renovations and modifications to Premises.** Owner recognizes that the premises may need repairs, modernization, renovations, and restoration and or capital improvements (herein, collectively referred to as the "project") during the term of this Agreement. Castle Management Group will retain such professionals, contractors and suppliers as are necessary to complete the project and will bill Owner for the cost of same. Upon request, Owner will pay a deposit to Castle Management Group to allow Castle Management Group to hire the necessary vendors to begin project. Owner will also make available to Castle Management Group all necessary documents in his possession, (such as surveys, floor plans, engineering drawings, etc.) to allow for the proper progression and execution of the project.



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8. **Vacancy visits.** Upon vacancy, Castle Management Group will inspect the premises. Repairs that will cost less than the amount authorized by Paragraph 1(G) will be made; repairs in excess of that amount will only be made after authorization of Owner.
9. **Payment of regular monthly or periodic expenses.** Owner will supply and have the billing addressed to Castle Management Group a full list of all monthly and or other periodic expenses that are required to be paid in connection with the premises, such as water/sewer. Owner will make available to Castle Management Group all data, records and documents pertaining to the premises which Castle Management Group may require to properly exercise its duties in this regard. In additions to the fees which will be deducted as set forth in this Agreement, said monthly or periodic payments will also be paid from the rents received prior to transferring the net balance to Owner's account. If there is a deficiency so that there is insufficient funds to pay said monthly or periodic amounts, Castle Management Group will first utilize funds in the Reserve Account and, upon request, Owner will promptly pay to Castle Management Group sufficient amounts to satisfy all monthly or periodic payments and, if necessary, pay a further retainer, as may be required, to replenish the Reserve Account and to further allow for the continued payments of all required amounts. Castle Management Group is not responsible for late fees if Owner fails to pay sufficient funds to satisfy all monthly or periodic payments in a satisfactory time frame.
10. **Hold Harmless.**
  - a. Owner agrees to carry, at Owner's expense, adequate public liability and hazard insurance. Said policy shall name Castle Management Group on an endorsement as an "Additional Insured – Managers or Lessors of Premises" or its equivalent, in such amounts as may be required by Castle Management Group. On an annual basis, Owner will provide a Certificate of Insurance establishing said coverage.
  - b. Castle Management Group carries E&O coverage for its own protection. However, in the case of a lawsuit or any claim by a tenant, or anyone else who may make a claim or file a lawsuit against Castle Management Group and/or Owner, if Castle Management Group is required to pay any amount as a result of the claim or lawsuit, including the payment of any deductible, Owner will reimburse Castle Management Group for any amount required to be paid in connection with same.
  - c. At all times, while Castle Management Group is acting in good faith and exercising its best judgment, or where acting in compliance with any order, judgment or decree of a court or of any governmental entity, Owner agrees to hold Castle Management Group, and any of its shareholders, officers, directors, agents, employees, servant, contractors, subcontractors, assignees or designees, harmless
    - I. from actions and/or failures of any services, maintenance and/or repairs or renovations to the premises contracted by Castle Management Group, including Castle Management Group' referral, recommendation or retention of any vendor,
    - II. from all claims, demands, causes of action, damage suits, costs and expenses, including reasonable legal fees and costs, brought as a result of and in connection with the management and leasing of the premises and from liability for injury suffered by anyone whomsoever,
    - III. from the failure of Owner to disclose to Castle Management Group any adverse material fact actually known by Owner or from any Owner misstatement, negligence, action, inaction or failure to perform the obligations of this Agreement or any lease or agreement with a vendor,
    - IV. from the existence of undisclosed material facts about the premises;
    - V. from Castle Management Group' performance, at Owner's request, of any task beyond the scope of the services required pursuant to this Agreement;
    - VI. from the failure of Owner to act upon the recommendations of Castle Management Group as to any services, maintenance and/or repairs or renovations within and upon the premises.
11. **Tax Issues.**
  - a. The amount of income generated from your property will be reported to the Internal Revenue Services on an annual basis. Accordingly, you agree to provide us with a signed IRS Form W-9 with your valid social security number or tax identification number at agreement signing
  - b. If you are a foreign national, international citizen or non-US Resident and do not have either a valid social security number or tax identification number, you will be required to retain a Certified Public Account who practices within New Jersey and cooperate with said CPA in connection with all necessary and appropriate tax filing requirements. You also authorize Castle Management Group to withhold thirty percent (30%) of all net income



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and pay over same to any appropriate tax authority once we receive information from your CPA as to the amount that should be paid. The balance will be paid to you as otherwise set forth in this Agreement

12. **Jurisdiction and Venue for all disputes.** This Agreement will be construed and interpreted under the laws of the State of New Jersey. Any dispute will be determined by a court of competent jurisdiction within the County of Middlesex, New Jersey. Before resorting to a lawsuit, the parties agree to attempt to resolve their dispute by the mediation process through a mediator jointly chosen by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation which occurs after the inability of the parties to successfully mediate their dispute, the prevailing party in the litigation will be entitled to recover reasonable attorneys' fees and costs, said fees to be determined by the ultimate trier of fact.
13. **Addresses.** Owner will at all times keep Castle Management Group informed of any change of physical and email addresses and/or phone numbers. Where Owner will be outside of the country for a period in excess of seven (7) days, or the owner has scheduled to be unreachable, Owner will identify a person who will be within the country and/or reachable and who has authority to act in the name of Owner. Where said person is not identified, Castle Management Group is hereby authorized to act in any reasonable manner whatsoever, while acting in good faith and exercising its best judgment.
14. **Miscellaneous.**
  - a. Agreement is binding on the parties' heirs, personal representatives, administrators, successors and assigns.
  - b. This is the sole and only Agreement between the parties and same contains the entire understanding of the parties.
  - c. There are no representations, warranties, covenants or understandings other than those expressly set forth herein and in this Agreement.
  - d. In spite of the fact that this Agreement has been actually drafted by the attorneys for Castle Management Group, for purposes of interpretation of this Agreement, neither party shall be deemed to be the drafter of this Agreement. The import of this paragraph is that the Agreement shall not be construed against either party solely based on the identity of the party who drafted the Agreement.
  - e. **Initial Set Up = \$150 per unit for client intake (see document attached)**

*In witness whereof, as of the date set forth, the parties indicate their consent to the terms of this Agreement:*

By: \_\_\_\_\_  
Castle Management Group

By: \_\_\_\_\_  
Owner, Landlord

### **NEW CLIENT/PROPERTY INFORMATION FORM**

NAME OF OWNER: \_\_\_\_\_ DOB: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ DL#: \_\_\_\_\_

CELL PHONE #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

HOME/WORK #: \_\_\_\_\_

EMERGENCY CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_



## Castle Management Group

REFERRING AGENT/BROKER: \_\_\_\_\_

DIRECT DEPOSIT OF MONTHLY FUNDS INTO YOUR BANK ACCOUNT... PLEASE ATTACH VOIDED CHECK

BANK NAME: \_\_\_\_\_

BANK ROUTING #: \_\_\_\_\_

BANK ACCOUNT #: \_\_\_\_\_

CIRCLE ONE: **CHECKING OR SAVINGS**

TELL US ABOUT YOUR PROPERTY...

IS THE UNIT CURRENTLY OCCUPIED: \_\_\_\_\_ **YES** \_\_\_\_\_ **NO** *PLEASE SUPPLY COPY OF LEASE*

IF YES, PROVIDE TENANT NAMES: \_\_\_\_\_

IF YES, PROVIDE TENANT PHONE: \_\_\_\_\_

IF YES, PROVIDE TENANT EMAIL: \_\_\_\_\_

ADDRESS OF PROPERTY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NUMBER OF BEDROOMS: \_\_\_\_\_ NUMBER OF BATHS: \_\_\_\_\_ NUMBER OF FLOORS: \_\_\_\_\_

BASEMENT: **Y/N** GARAGE: **Y/N** GARAGE DOOR CODE: \_\_\_\_\_ (if applicable)

ALARM SYSTEM CODE: \_\_\_\_\_ (if applicable) FIREPLACE: **Y/N** CIRCLE ONE: **WOOD** or **GAS**

IS THERE A DRIVEWAY? **Y/N** IF NO, IS THERE STREET PARKING? **Y/N**

MORTGAGE LIEN HOLDER \_\_\_\_\_

ADDRESS/PHONE \_\_\_\_\_

PROPERTY INSURANCE CO. \_\_\_\_\_

ADDRESS/PHONE \_\_\_\_\_

*PROVIDE INSURANCE DECLARATION PAGE AND/OR CERTIFICATE OF INSURANCE NAMING CASTLE MANAGEMENT GROUP AS ADDED INSURED*

IS THERE AN ASSOCIATION? **Y/N** IF YES, WHAT ARE THE DUES? \_\_\_\_\_ (**ANNUAL / MONTHLY**)

ASSOCIATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

IS THE ASSOCIATION RESPONSIBLE FOR LAWN MAINTENANCE? **Y/N**

IS THE ASSOCIATION RESPONSIBLE FOR TRASH/SNOW REMOVAL? **Y/N**



### Castle Management Group

HOW IS THE PROPERTY HEATED? **ELECTRIC / GAS / OIL** COOKING: **ELECTRIC / GAS**

IS THERE AIR CONDITIONING? **Y / N** IF YES, WHAT TYPE? **CENTRAL / WINDOW UNITS**

PROVIDE THE UTILITY COMPANIES RESPONSIBLE FOR SERVICE TO YOUR PROPERTY... ACCOUNT NUMBER & METER NUMBERS

ELECTRIC CO. \_\_\_\_\_

GAS CO. \_\_\_\_\_

OIL CO. \_\_\_\_\_

WATER CO. \_\_\_\_\_

SEWER CO. \_\_\_\_\_

WILL YOU PROVIDE STANDARD APPLIANCES (REFRIGERATOR, OVEN/STOVE, MICROWAVE)? **Y/N**

IS THERE A WASHER AND DRYER? **Y / N** OTHER APPLIANCES? \_\_\_\_\_

Required by NJ law, must be in place or installed prior to tenant occupancy. Smoke Detectors installed outside the sleeping areas, as well as, one on each lever. Carbon Monoxide Detector is required on each level. Smoke detectors: Carbon monoxide detectors: Hardwired with 10 year lithium battery and hush button Hardwired 10 year lithium battery with hush button plug in.

***PLEASE LIST ANY OTHER INFORMATION YOU WOULD LIKE US TO HAVE REGARDING YOUR PROPERTY...***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MISC. DOCUMENTS NEEDED:**

- |                          |                              |                         |                   |
|--------------------------|------------------------------|-------------------------|-------------------|
| <b>SIGNED W-9</b>        | <b>CURRENT/FORMER LEASES</b> | <b>HOA or CA BYLAWS</b> | <b>SURVEY</b>     |
| <b>CERT OF INSURANCE</b> | <b>WATER/SEWER INVOICE</b>   | <b>DEED</b>             | <b>FLOOR PLAN</b> |