

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT
(LANDLORD AGENCY CONTRACT)

PMA

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

Broker (Company) _____ Licensee(s) Name _____
Company License # _____ State License # _____
Company Address _____ Direct Phone(s) _____
Cell Phone(s) _____
Company Phone _____ Fax _____
Company Fax _____ Email _____
Owner _____
Owner's mailing address _____
Phone _____ Cell _____
E-mail _____ Fax _____

1 Owner understands that this Residential Property Management Agreement is between Broker and Owner.
2 Does Owner have a Residential Property Management Agreement for this Property with another broker? () Yes () No
3 If yes, explain: _____

4 1. PROPERTY
5 Address _____ ZIP _____
6 Municipality (city, borough, township) _____
7 County _____ School District _____
8 Zoning _____
9 Present Use _____
10 Identification (For example, Tax ID#, Parcel#, Lot, Block; Deed Book, Page, Recording Date) _____

12 2. STARTING & ENDING DATES OF RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT ("TERM")
13 (A) No Association of Realtors® has set or recommended the term of this Agreement. Broker and Owner have discussed and agreed
14 upon the term of this Agreement.
15 (B) Starting Date: This Agreement starts when signed by Broker and Owner, unless otherwise stated here: _____
16 (C) Ending Date: This Agreement ends at 11:59 PM on _____

17 3. RENEWAL TERM
18 (A) This Agreement will AUTOMATICALLY RENEW at the Ending Date of this Agreement or at the end of any Renewal Term for
19 the Renewal Term selected below, unless Broker or Owner gives at least _____ days (30 if not specified) written notice before
20 Ending Date or before the end of any Renewal Term:
21 [] Month-to-month
22 [] One year
23 [] Other _____

24 (B) This Agreement will TERMINATE on the Ending Date if no Renewal Term has been selected above.
25 (C) Any renewal will be according to the terms of this Agreement or any written changes to this Agreement.

26 4. BROKER'S FEE
27 (A) No Association of Realtors® has set or recommended Broker's Fee. Owner and Broker have negotiated the fee that Owner will pay
28 Broker.
29 (B) Broker's Fee is \$ _____ AND _____ % of gross rental income or \$ _____ per month, whichever
30 is greater. \$ _____ of Broker's Fee is earned and due (non-refundable) at signing of this Agreement.
31 (C) Upon default or termination of this Agreement, Owner will pay a Broker's Fee of \$ _____ for post-management ser-
32 vices as described in Paragraph 14(C).
33 (D) Owner will reimburse Broker for any expenditures made on behalf of Owner in managing and maintaining the Property. Broker
34 will provide Owner with receipts or invoices for all expenditures.
35 (E) Owner agrees that Broker may deduct Broker's Fee owed to Broker from a rental management account maintained as required by
36 the Pennsylvania Real Estate Commission (Rental Management Account) before other expenses and disbursements.

37 Owner Initials: _____ PMA Page 1 of 6 Broker/Licensee Initials: _____



38 **5. BROKER'S SERVICES**

39 (A) Broker is authorized by Owner to perform the following services:

- 40 Collect all rents and additional charges (including but not limited to late fees and returned check fees) paid by tenants when such
- 41 amounts become due and deposit such amounts into the Rental Management Account
- 42 Collect and account for security deposits in accordance with applicable law
- 43 Draw from the Rental Management Account to pay all compensation due to Broker under this Agreement (see Broker Fees
- 44 paragraph)
- 45 Draw from the Rental Management Account to pay utilities and expenses on behalf of Owner (see Utilities and Expenses para-
- 46 graph)
- 47 Write and amend leases on behalf of Owner
- 48 Renew leases on behalf of Owner
- 49 Execute and terminate leases on behalf of Owner
- 50 Negotiate and settle disputes with tenants
- 51 Institute legal proceedings and carry out eviction proceedings against a tenant before a magisterial district justice
- 52 Inspect the Property and report the condition of the Property to Owner as deemed necessary unless otherwise stated here:

- 53
- 54 Contract for the performance of maintenance (see Maintenance paragraph)
- 55 Turn utilities on and off (see Utilities and Expenses paragraph)
- 56 Keep and use lock boxes; copy, hold and distribute keys; change locks
- 57 Accept rental applications from and screen potential tenants
- 58 Other _____

59 (B) Broker will establish a Rental Management Account for the Property, which Broker will use to record expenses relating to the

60 leasing and management of the Property.

61 (C) Broker may provide services to a tenant for which Broker may accept a fee. Such services may include, but are not limited to,

62 document preparation or copying and service fees.

63 **6. UTILITIES AND EXPENSES**

64 (A) Owner and Broker agree to pay for the charges for utilities and services provided for the Property as marked below. If a service is
65 not marked as a responsibility of Broker, it is the responsibility of Owner to pay for that service. Payments made by Broker will be
66 paid with funds in the Rental Management Account. **Broker will not be responsible for payment of any utilities or service costs
67 that exceed the balance of the Rental Management Account, regardless of which party is responsible for payment, even if
68 failure to pay may create a lien on the Property.** Broker is not responsible for loss of service if interrupted by circumstances
69 beyond Broker's control, including nonpayment by a tenant.

70	Broker	Owner		Broker	Owner	
71	<input type="checkbox"/>	<input type="checkbox"/>	Cooking Gas/Fuel	<input type="checkbox"/>	<input type="checkbox"/>	Electricity (unit)
72	<input type="checkbox"/>	<input type="checkbox"/>	Cable/Satellite Television	<input type="checkbox"/>	<input type="checkbox"/>	Electricity (common area)
73	<input type="checkbox"/>	<input type="checkbox"/>	Heat (unit) _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	Internet
74	<input type="checkbox"/>	<input type="checkbox"/>	Heat (common area) _____ (type)	<input type="checkbox"/>	<input type="checkbox"/>	Hot Water _____ (type)
75	<input type="checkbox"/>	<input type="checkbox"/>	Parking Fee	<input type="checkbox"/>	<input type="checkbox"/>	Cold Water
76	<input type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>	Pest/Rodent Control
77	<input type="checkbox"/>	<input type="checkbox"/>	Recycling Removal	<input type="checkbox"/>	<input type="checkbox"/>	Bed Bug Remediation
78	<input type="checkbox"/>	<input type="checkbox"/>	Snow/Ice Removal	<input type="checkbox"/>	<input type="checkbox"/>	Condominium/Homeowners Association
79	<input type="checkbox"/>	<input type="checkbox"/>	Sewage Fees _____	Fee	<input type="checkbox"/>	Telephone Service
80	<input type="checkbox"/>	<input type="checkbox"/>	Sewer Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Lawn and Shrubbery Care
81	<input type="checkbox"/>	<input type="checkbox"/>	Heater Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Mortgage
82	<input type="checkbox"/>	<input type="checkbox"/>	Air Conditioning Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	Licensing Fees
83	<input type="checkbox"/>	<input type="checkbox"/>	Property Taxes	<input type="checkbox"/>	<input type="checkbox"/>	Insurance
84	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>	_____

85 Comments: _____

86

87 (B) Owner must confirm that utility accounts have been established for all basic services to ensure habitability of the Property prior to

88 the Starting Date of this Agreement. Owner will assume responsibility for utility accounts during periods of vacancy, unless indi-

89 cated to be the responsibility of Broker above. Owner will immediately notify Broker if Owner receives any notices from utility

90 companies of a pending termination of service.

91 **7. RESERVES AND DISBURSEMENTS**

92 (A) The Reserve Amount is \$ _____, which Owner will deposit with Broker no later than the Starting Date of this

93 Agreement.

94 Owner Initials: _____

Broker/Licensee Initials: _____

- 95 1. If the account falls below the Reserve Amount specified above, Broker will immediately notify Owner. Within _____
96 days (5 if not specified) of notification, Owner will restore the Rental Management Account balance to the Reserve Amount.
97 2. Owner agrees that Broker may withhold disbursements until the Reserve Amount is restored.
98 (B) Disbursements to Owner will be calculated by subtracting all expenses and fees, and any amounts necessary to restore the Reserve
99 Amount, from monies collected and received each month (Disbursement Amount).
100 1. Broker will disburse the Disbursement Amount to Owner on the _____ (last, if not specified) day of each month.
101 All disbursements will be made by check or electronic transfer, unless otherwise stated here: _____
102 _____

103 **8. MAINTENANCE**

- 104 (A) If elected in Paragraph 5, Broker may, at Owner's expense, hire contractors to perform any maintenance (upkeep, repairs and ren-
105 ovations) that Broker or Owner deem necessary to preserve the Property in its present operating condition, maintain habitability,
106 and to comply with lease requirements, governmental regulations and/or insurance requirements. Broker may only contract for the
107 performance of maintenance up to a cost of \$ _____ (\$250 if not specified) per single instance without prior permission
108 from Owner. Maintenance costing more than the amount in this Paragraph must have prior approval of Owner.
109 (B) In the case of an emergency, Broker may, at Owner's expense, perform maintenance without prior approval, even if it exceeds
110 the dollar amount in Paragraph 8(A). An emergency is an action required to be taken immediately to avoid the suspension of any
111 essential service(s) to the Property, or to avoid, eliminate or remedy a risk of serious bodily harm to an individual lawfully on the
112 Property. While Broker may perform maintenance in an emergency, nothing in this Agreement establishes an obligation or duty
113 of Broker to respond to and remediate emergencies at the Property or to undertake, in any capacity, the services of an emergency
114 or first responder.

115 **9. INSURANCE**

116 Owner shall purchase and maintain, at Owner's expense, comprehensive general liability insurance coverage with a minimum com-
117 bined single limit for bodily injury, personal injury and property damage in scope and amounts adequate to protect the interests of
118 Owner and Broker, but not less than \$ _____. Such insurance shall include Broker as an additional insured and shall
119 require at least thirty (30) days advanced written notice of cancellation or non-renewal be given to Broker. Broker has advised Owner
120 to consult with an insurance broker and/or agent to determine additional coverages and amounts of coverage advisable for Owner's
121 protection. Broker cannot institute an insurance claim on Owner's behalf.

122 **10. OWNER'S REPRESENTATIONS**

- 123 (A) Owner will provide Broker:
124 1. All documents and information that are deemed necessary by Broker to properly manage the Property, including but not limited
125 to a survey, building plans and specifications, deed, variance or special exception approval, tenant leases, existing security
126 deposits, rental license, rental registration documents, permits and a list of current service providers, as applicable.
127 2. Keys and access to the Property.
128 3. Any licenses and permits required by the municipality where the Property is located. Further, owner represents that Owner has
129 obtained, or will obtain by the Starting Date of this Agreement, all necessary licenses and permits. Owner is responsible for
130 keeping all necessary licenses and permits up to date and will pay all fines that result from Owner's failure to comply with this
131 provision.
132 4. If the Property is part of a Condominium or Homeowner Association, copies of all relevant rules and regulations regarding
133 rentals and approval of tenants.
134 (B) Owner will immediately:
135 1. Complete, amend and deliver to Broker any disclosures or notices required by law or a lease of the Property.
136 2. Notify Broker of any and all liens on the Property.
137 3. Notify Broker if Owner defaults in the payment of any mortgage or other obligation or lien on the Property, real estate taxes,
138 property insurance and/or Owner's condominium or homeowners' association fees.
139 4. Notify Broker if any judgment is entered against Owner.
140 5. Refer all communication about property management to Broker.
141 (C) Owner will not:
142 1. Negotiate with any current tenant in the Property concerning any matter related to the management of the Property without
143 Broker's prior written approval.
144 2. Enter into a property management agreement with another broker that begins before the Ending Date or the end of any Renewal
145 Term of this Agreement.
146 (D) Owner will notify Broker immediately if Owner receives any notice of foreclosure. Owner has not received any foreclosure
147 notice(s), unless otherwise stated here: _____
148 (E) Owner will notify Broker immediately if Owner files an action in bankruptcy. Owner has not filed an action in bankruptcy, unless
149 otherwise stated here: _____

151 **11. LIABILITY AND INDEMNIFICATION**

- 152 (A) Broker shall not be liable for any act, omission or error of judgment, nor shall Broker be liable for any condition, change, dete-
153 rioration, defect of the Property, or failure of any of its systems unless Broker commits gross negligence or intentional miscon-
154 duct. Broker's rental agents, salespeople, employees, officers or partners are not legally responsible for damages or repairs to the
155 Property or for a tenant's failure to meet the terms of a lease.
- 156 (B) Owner shall indemnify, defend and hold harmless Broker, its principals, and employees from any liability imposed upon Broker,
157 adjudicated or otherwise, from the following:
 - 158 1. All claims and suits for damages arising in connection with or in any manner relating to the Property, including but not limited
159 to, the management of the Property;
 - 160 2. Liability for injuries suffered by any person in or about the Property, including, but not limited to, adjacent curbs and sidewalks;
 - 161 3. Liability for property damage; and
 - 162 4. All costs and expenses, including reasonable attorney's fees, if awarded by a court.

163 **12. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**

- 164 (A) Your attention is directed to the provisions of the Pennsylvania Human Relations Act, as amended (43 P.S. §951, et seq.). This
165 law prohibits discrimination because of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap or
166 disability, use of guide or support animals because of the blindness, deafness or physical handicap of the user or because the user
167 is a handler or trainer of support or guide animals in the selling, leasing or financing of residential housing. All housing offered
168 for sale is subject to the provisions of the law. In the rental of housing, the provisions of the law apply to all residences except (1)
169 single or two-unit buildings in which one of the units is occupied by the owner or lessee, and (2) rooms in a landlord-occupied
170 rooming house with a common entrance. The only general category of housing which is exempt from the provisions of the law is
171 housing owned by religious, charitable, educational, private or fraternal organizations, and used to promote the religious principles
172 or the aims, purposes or fraternal principles for which such organizations were established. Note: an amendment to the Real Estate
173 Brokers License Act of May 1, 1929, Act of October 11, 1967, makes it unlawful for a real estate broker or salesperson to accept a
174 listing with an understanding that illegal discrimination in the sale or rental of housing is to be practiced. The rules and regulations
175 of the Pennsylvania Human Relations Commission (16 Pa. Code §43.21) require that all licensed brokers or salespersons with
176 whom you list your property for sale or rent shall give you a copy of this notice. The purpose of this notice is to help you comply
177 with the fair housing provisions of the Pennsylvania Law.
- 178 (B) The municipality in which the Property is located may have enacted an ordinance or other law that extends the protections for
179 access to housing to additional classes of individuals, such as gay, lesbian, bisexual and transgender individuals and couples.
180 Broker and Owner are advised to check with the local municipality, a representative from the Pennsylvania Human Relations
181 Commission, or their own attorneys for further guidance.

182 **13. LEAD PAINT**

- 183 (A) The Residential Lead-Based Paint Hazard Reduction Act says that any landlord of property built before 1978 must give the tenant
184 an EPA pamphlet titled "Protect Your Family From Lead in Your Home." The landlord also must tell the tenant and the broker
185 what the landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. The
186 landlord must tell the tenant how the landlord knows that lead-based paint and lead-based paint hazards are on the property, where
187 the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information the landlord
188 knows about lead-based paint and lead-based paint hazards on the property. Any landlord of a pre-1978 structure must also give
189 the tenant any records and reports that the landlord has or can get about lead-based paint or lead-based paint hazards in or around
190 the property being rented, the common areas, or other dwellings in multi-family housing. The Act does not require the landlord to
191 inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or
192 later.
- 193 (B) **Owner has no knowledge** of the presence of lead-based paint or lead-based paint hazards in or about the Property, **unless**
194 **checked.**
195 Owner has knowledge of the presence of lead-based paint or lead-based paint hazards in or about the Property.
196 **Owner has no reports or records** about lead-based paint or lead-based paint hazards on the Property **unless stated below:**

198 **14. DEFAULT AND TERMINATION**

- 199 (A) Broker shall have the option to terminate this Agreement prior to the Ending Date in Paragraph 2 in the following circumstances:
200 1. The Property is sold, transferred or otherwise conveyed.
201 2. The Property is uninhabitable for _____ days (30 if not specified).
202 3. Owner defaults on any obligations under this Agreement and fails to cure the default as set forth below.
- 203 (B) If either party fails to comply with any term, condition, or obligation contained in this Agreement, the non-defaulting party shall
204 provide written notification of the default to the other party. If the defaulting party does not take steps to comply with the terms,
205 conditions or obligations of this Agreement within _____ days (10 if not specified) of notification, then the non-defaulting
206 party may terminate this Agreement by written notification to the other party.

207 Owner Initials: _____

Broker/Licensee Initials: _____

- 208 (C) Upon termination of this Agreement:
- 209 1. If Broker is holding security deposits, Broker will transfer the remaining security deposits, and any interest accrued thereon,
- 210 from Broker's escrow account to the Owner's escrow account or to Owner's new broker, if any. Broker shall notify each tenant
- 211 from whom Broker received a security deposit of the name and address of the banking institution in which the deposits will
- 212 be held following termination and the amount of the deposits, if any.
- 213 2. Broker will provide all keys in Broker's possession, documentation and a final accounting of the Rental Management Account
- 214 to Owner within _____ days (15 if not specified) of the termination of this Agreement.
- 215 3. If Broker receives any funds on behalf of Owner after this Agreement has been terminated, Broker will forward the funds to
- 216 Owner or Owner's new broker, if any, within _____ days (3 if not specified) of receipt.
- 217 4. **The provisions in Paragraph 14(C) will survive this Agreement.**

218 **15. DUAL AGENCY**

219 Owner agrees that Broker and Broker's Licensees may also represent the tenant(s) of the Property. A Broker is a Dual Agent when a

220 Broker represents both a tenant and Owner in the same transaction. A Licensee is a Dual Agent when a Licensee represents a tenant

221 and Owner in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for

222 a tenant and Owner. If the same Licensee is designated for a tenant and Owner, the Licensee is a Dual Agent. Owner understands that

223 Broker is a Dual Agent when a tenant who is represented by Broker is viewing properties listed by Broker.

224 **16. DESIGNATED AGENCY**

225 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests

226 of Owner. If Licensee is also the tenant's agent, then Licensee is a DUAL AGENT.

227 **Designated Agency is not applicable.**

228 **17. OTHER PROPERTIES**

229 Owner agrees that Broker may list, rent, and manage other properties, and that Broker may show other properties to prospective tenants.

230 **18. TRANSFER OF THIS CONTRACT**

231 (A) Owner agrees that Broker may transfer this Agreement to another broker when:

- 232 1. Broker stops doing business, OR
- 233 2. Broker forms a new real estate business, OR
- 234 3. Broker joins his business with another.

235 (B) Broker will notify Owner immediately in writing if Broker transfers this Agreement to another broker. Owner will follow all

236 requirements of this Agreement with the new broker.

237 **19. RECORDINGS ON THE PROPERTY**

238 (A) Owner understands that potential tenants viewing the Property may engage in photography, videography or videotelephony on

239 the Property. Owner should remove any items of a personal nature Owner does not wish to have photographed or recorded, such

240 as family photos, important or confidential paperwork (including any information relating to the listing or communications with

241 Broker or Licensee) and all other personally identifiable information such as birthdates, social security numbers, telephone num-

242 bers, etc. Owner is responsible for providing this same notification to any occupants of the Property.

243 (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is

244 guilty of a felony under Pennsylvania law. Owner understands that recording or transmitting audio may result in violation of state

245 or federal wiretapping laws. **Owner hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER**

246 **or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them,**

247 **from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the**

248 **Property.**

249 **20. RECOVERY FUND**

250 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)

251 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays

252 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call

253 (717) 783-3658.

254 **21. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION**

255 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the

256 laws of the Commonwealth of Pennsylvania.

257 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance

258 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of

259 Pennsylvania.

260 **22. MEDIATION**

261 Owner and Broker will submit all disputes or claims that arise from this Agreement to mediation. Mediation fees, contained in the

262 mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation

263 process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing

264 a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by

265 the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive termination.

266 Owner Initials: _____

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Broker/Licensee Initials: _____

267 **23. CONFLICT OF INTEREST**

268 It is a conflict of interest when Broker has a financial or personal interest in the Property and/or cannot put Owner's interests before
269 any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Owner in a timely manner.

270 **24. ENTIRE CONTRACT**

271 (A) This Agreement constitutes the entire agreement of the parties. No prior understandings or representations of any kind shall be
272 binding on either party unless reduced to writing and contained within or incorporated and attached to the Agreement. All changes
273 to this Agreement must be in writing and signed by Broker and Owner.

274 (B) Without limiting the foregoing, Broker's services are limited to those specifically granted by Owner and set forth in this
275 Agreement. Any duty not expressly granted to Broker shall not be implied.

276 **25. SPECIAL CLAUSES**

277 **(A) The following are part of this Residential Property Management Agreement if checked:**

278 Property Description Sheet for Rental (PAR Form XLRA)

279 Single Agency Addendum (PAR Form SA)

280 _____
281 _____

282 **(B) Additional Terms:**

283
284
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295 **Owner has received the Lead-Based Paint Hazards Disclosure Form and agrees to complete and return to Broker in a timely manner,**
296 **if required.**

297 **Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

298 **Broker and Owner acknowledge receipt of a copy of this Agreement at the time of signing.**

299 **This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which coun-**
300 **terparts together shall constitute one and the same Agreement of the Parties.**

301 **Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures**
302 **of all parties, constitutes acceptance by the parties.**

303 **Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es)**
304 **listed.**

305 **NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are**
306 **advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.**

307 **OWNER** _____ **DATE** _____

308 **OWNER** _____ **DATE** _____

309 **OWNER** _____ **DATE** _____

310 **EXECUTED BY AUTHORIZED BROKER/ASSOCIATE BROKER** _____ **DATE** _____
311 _____