



COMMERCIAL PROPERTY MANAGEMENT AGREEMENT
(LANDLORD AGENCY CONTRACT)

CPMA

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

Broker (Company) American Vista Real Estate
Company License # RB045604C
Company Address 11907 Bustleton Ave, Philadelphia, PA 19116
Company Phone (484)482-8660
Company Fax
Owner
Authorized Signer
Title (if applicable)
Owner's mailing address
Phone Cell
E-mail Fax

1 Owner understands that this Commercial Property Management Agreement is between Broker and Owner.
2 Does Owner have a Commercial 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
8 Zoning
9 Present Use
10 Identification (For example, Tax ID #; Parcel #; Lot, Block; Suite #, Approximate Square Footage, etc.)
11
12 [] Artistic depiction and/or description attached, e.g. site plan, aerial photograph, tax map, plot plan, etc.

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

18 3. RENEWAL TERM
19 (A)This Agreement will AUTOMATICALLY RENEW at the Ending Date of this Agreement or at the end of any Renewal Term for
20 a period of one calendar year (Renewal Term), unless a different Renewal Term is specified here:
21
22 (B) Any renewal will be according to the terms of this Agreement or any written changes to this Agreement.

23 4. BROKER'S FEE
24 (A)No Association of Realtors® has set or recommended Broker's Fee. Owner and Broker have negotiated the fee that Owner will
25 pay Broker.
26 (B)Broker's Fee is \$ AND % of gross rental income or \$ per month,
27 whichever is greater.
28 1. Gross rental income shall include base rent, common area costs, late charges, and the following:
29
30 2. Gross rental income excludes security deposits, tenant repairs, reimbursement for capital deposits, and the following:
31
32

33 Owner Initials: CPMA Page 1 of 7 Broker/Licensee Initials:

- 34 (C) \$ _____ of Broker's Fee is earned and due (**non-refundable**) at signing of this Agreement for the following
 35 services: _____
 36 _____
- 37 (D) Upon default or termination of this Agreement, Owner will pay a Broker's Fee of \$ _____ for post-management
 38 services as described in Paragraph 5(C).
- 39 (E) Owner will reimburse Broker for any expenditures made on behalf of Owner in managing and maintaining the Property. Broker
 40 will provide Owner with receipts or invoices for all expenditures.
- 41 (F) Owner agrees that Broker may deduct Broker's Fee owed to Broker from a rental management account maintained as required by
 42 the Pennsylvania Real Estate Commission (Rental Management Account) before other expenses and disbursements.

43 **5. DEFAULT AND TERMINATION**

- 44 (A) Either party shall have the option to terminate or renegotiate this Agreement prior to the Ending Date in Paragraph 2 in the fol-
 45 lowing circumstances:
- 46 1. Broker or Owner gives at least _____ days (60 if not specified) written notice before Ending Date or before the end of any
 47 Renewal Term.
 - 48 2. The Property is sold, transferred or otherwise conveyed, or the Property is rendered unsuitable for its intended use for a period
 49 of _____ consecutive days (30 if not specified).
 - 50 3. Either party defaults on any obligations under this Agreement and fails to cure the default as set forth in Paragraph 5(B).
 - 51 4. Either party files for bankruptcy protection.
 - 52 5. Owner refuses to make repairs or improvements necessary for the health and safety of occupants.
- 53 (B) If either party fails to comply with any term, condition, or obligation contained in this Agreement, the non-defaulting party shall
 54 provide written notification of the default to the other party. If the defaulting party does not take steps to comply with the terms,
 55 conditions or obligations of this Agreement within _____ days (10 if not specified) of notification, then the non-defaulting
 56 party may terminate this Agreement by written notification to the other party.
- 57 (C) Upon termination of this Agreement:
- 58 1. If Broker is holding escrow funds, Broker will transfer the remaining security deposits, and any interest accrued thereon, from
 59 Broker's escrow account to the Owner's escrow account or to Owner's new broker, if any. Broker shall notify each tenant from
 60 whom Broker received funds of the name and address of the banking institution in which the deposits will be held following
 61 termination and the amount of the deposits, if any.
 - 62 2. Broker will, within _____ days (60 if not specified) of the termination of this Agreement, provide to Owner all keys in
 63 Broker's possession, documentation, a final accounting of the Rental Management Account and the following: _____
 64 _____
 65 _____.
 - 66 3. If Broker receives any funds on behalf of Owner after this Agreement has been terminated, Broker will forward the funds to
 67 Owner or Owner's new broker, if any, within _____ days (3 if not specified) of receipt.
 - 68 4. Upon termination of the Agreement, ownership of utility accounts shall be transferred into Owner's name, with Owner paying
 69 any overdue amounts if necessary. Owner shall be solely responsible for the payment of bills received by Broker after termi-
 70 nation and shall assume responsibility for service contracts or the transfer of service contracts to new property management.
 - 71 5. **The provisions in Paragraph 5(C) will survive this Agreement.**

72 **6. BROKER'S SERVICES**

- 73 (A) Broker is authorized by Owner to perform the following services:
- 74 Collect all rents and additional charges (including but not limited to late fees and returned check fees) paid by tenants when such
 75 amounts become due and deposit such amounts into the Rental Management Account
 - 76 Collect and account for security deposits in accordance with applicable law
 - 77 Draw from the Rental Management Account to pay all compensation due to Broker under this Agreement (see Broker Fees
 78 paragraph)
 - 79 Draw from the Rental Management Account to pay utilities and expenses on behalf of Owner (see Utilities and Expenses
 80 paragraph)
 - 81 Enter into utility and other service contracts, including continuing service agreements, as the parties deem advisable
 - 82 Contract for the performance of maintenance (see Maintenance paragraph)
 - 83 Provide and negotiate leases on behalf of Owner
 - 84 Renew leases on behalf of Owner
 - 85 Execute and terminate leases on behalf of Owner
 - 86 Collect proof of tenants' insurance
 - 87 Negotiate and settle disputes with tenants
 - 88 Institute legal proceedings and carry out eviction proceedings against a tenant before a magisterial district justice
 - 89 Inspect the Property and report the condition of the Property to Owner as deemed necessary unless otherwise stated here:
 90 _____

91 **Owner Initials:** _____

Broker/Licensee Initials: _____

149 **9. MAINTENANCE**

- 150 (A) If elected in Paragraph 6, Broker may, at Owner's expense, hire contractors to perform any maintenance (upkeep, repairs and ren-
- 151 ovations) that Broker or Owner deem necessary to preserve the Property in its present operating condition, maintain habitability,
- 152 and to comply with lease requirements, governmental regulations and/or insurance requirements. Broker may only contract for the
- 153 performance of maintenance up to a cost of \$ _____ (\$250 if not specified) per single instance without prior permission
- 154 from Owner. Maintenance costing more than the amount in this Paragraph must have prior approval of Owner.
- 155 (B) In the case of an emergency, Broker may, at Owner's expense, contract for the performance of maintenance without prior approval,
- 156 even if it exceeds the dollar amount in Paragraph 9(A). An emergency is an action required to be taken immediately to avoid the
- 157 suspension of any essential service(s) to the Property, or to avoid, eliminate or remedy a risk of serious bodily harm to an individ-
- 158 ual lawfully on the Property. While Broker may perform maintenance in an emergency, nothing in this Agreement establishes an
- 159 obligation or duty of Broker to respond to and remediate emergencies at the Property or to undertake, in any capacity, the services
- 160 of an emergency or first responder.

161 **10. INSURANCE**

- 162 (A) Owner shall purchase and maintain, at Owner's expense, comprehensive general liability insurance coverage with a minimum
- 163 combined single limit for bodily injury, personal injury and property damage in scope and amounts adequate to protect the interests
- 164 of Owner and Broker, but not less than \$ _____. Such insurance shall include Broker as an additional insured and shall
- 165 require at least thirty (30) days advanced written notice of cancellation or non-renewal be given to Broker. Broker has advised
- 166 Owner to consult with an insurance broker and/or agent to determine additional coverages and amounts of coverage advisable for
- 167 Owner's protection.
- 168 (B) In the event Broker becomes aware of an injury to any person on the Property or catastrophic loss to the Property, Broker will
- 169 promptly notify Owner, who shall notify its insurer and provide Broker with documentation of submission. Owner is responsible
- 170 for reporting all claims and incidents which may trigger liability or coverage to Owner's insurer and fully cooperating with the
- 171 insurer's investigation. Broker will not institute an insurance claim on Owner's behalf.

172 **11. LIABILITY AND INDEMNIFICATION**

- 173 (A) Broker shall not be liable for any act, omission or error of judgment, nor shall Broker be liable for any condition, change, dete-
- 174 rioration, defect of the Property, or failure of any of its systems unless Broker commits gross negligence or intentional miscon-
- 175 duct. Broker's rental agents, salespeople, employees, officers or partners are not legally responsible for damages or repairs to the
- 176 Property or for a tenant's failure to meet the terms of a lease.
- 177 (B) Owner shall indemnify, defend and hold harmless Broker, its principals, and employees from any liability imposed upon Broker,
- 178 adjudicated or otherwise, from the following:
- 179 1. All claims and suits for damages arising in connection with or in any manner relating to the Property, including but not limited
- 180 to, the management of the Property;
- 181 2. Liability for injuries suffered by any person in or about the Property, including, but not limited to, adjacent curbs and sidewalks;
- 182 3. Liability for property damage;
- 183 4. All costs and expenses, including reasonable attorney's fees, if awarded by a court; and
- 184 5. Expenses incurred for the transfer of accounts, etc. following termination of this Agreement.
- 185 (C) **Paragraph 11 shall survive this Agreement.**

186 **12. OWNER'S DUTIES AND REPRESENTATIONS**

- 187 (A) Owner will provide Broker:
- 188 1. All documents and information that are deemed necessary by Broker to properly manage the Property, including but not limited
- 189 to a survey, building plans and specifications, deed, variance or special exception approval, tenant leases, existing security
- 190 deposits, rental license, rental registration documents, permits and a list of current service providers, as applicable.
- 191 2. Keys and access to the Property.
- 192 3. Any licenses and permits required by the municipality where the Property is located. Further, owner represents that Owner has
- 193 obtained, or will obtain by the Starting Date of this Agreement, all necessary licenses and permits. Owner is responsible for
- 194 keeping all necessary licenses and permits up to date and will pay all fines that result from Owner's failure to comply with this
- 195 provision.
- 196 4. If the Property is part of a Condominium or Homeowner Association, copies of all relevant rules and regulations regarding
- 197 rentals and approval of tenants.
- 198 5. Proof of insurance upon renewal and as may be reasonably requested by Broker.
- 199 (B) Owner will immediately:
- 200 1. Complete, amend and deliver to Broker any disclosures or notices required by law or a lease of the Property.
- 201 2. Notify Broker of any and all liens on the Property.
- 202 3. Notify Broker if Owner defaults in the payment of any mortgage or other obligation or lien on the Property, real estate taxes,
- 203 property insurance and/or Owner's condominium or homeowners' association fees.

204 **Owner Initials:** _____

CPMA Page 4 of 7

Broker/Licensee Initials: _____

- 205 4. Notify Broker if any judgment is entered against Owner.
206 5. Refer all communication about property management to Broker.
207 (C) Owner will not:
208 1. Negotiate with any current tenant in the Property concerning any matter related to the management of the Property without
209 Broker's prior written approval.
210 2. Enter into a property management agreement with another broker that begins before the Ending Date or the end of any Renewal
211 Term of this Agreement.
212 (D) Owner will notify Broker immediately if Owner receives any notice of foreclosure. Owner has not received any foreclosure
213 notice(s), unless otherwise stated here: _____
214 (E) Owner will notify Broker immediately if Owner files an action in bankruptcy. Owner has not filed an action in bankruptcy, unless
215 otherwise stated here: _____

216 **13. DUAL AGENCY**

217 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
218 Broker represents both a tenant and Owner in the same transaction. A licensee is a Dual Agent when a licensee represents a tenant
219 and Owner in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for
220 a tenant and Owner. If the same licensee is designated for a tenant and Owner, the licensee is a Dual Agent. Owner understands that
221 Broker is a Dual Agent when a tenant who is represented by Broker is viewing properties listed by Broker.

222 **14. DESIGNATED AGENCY**

223 Designated Agency is applicable, unless checked below. Broker designates the Licensee(s) above to exclusively represent the interests
224 of Owner. If Licensee is also the tenant's agent, then Licensee is a DUAL AGENT.

225 **Designated Agency is not applicable.**

226 **15. OTHER PROPERTIES**

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

228 **16. TRANSFER OF THIS CONTRACT**

- 229 (A) Owner agrees that Broker may transfer this Agreement to another broker when:
230 1. Broker stops doing business, OR
231 2. Broker forms a new real estate business, OR
232 3. Broker joins his business with another.
233 (B) Broker will notify Owner immediately in writing if Broker transfers this Agreement to another broker. Owner will follow all
234 requirements of this Agreement with the new broker.

235 **17. RECORDINGS ON THE PROPERTY**

- 236 (A) Owner understands that potential tenants viewing the Property may engage in photography, videography or videotelephony on the
237 Property. Owner should remove any items of a personal nature Owner does not wish to have photographed or recorded, such as
238 photos, important or confidential paperwork (including any information relating to the listing or communications with Broker or
239 Licensee) and all other personally identifiable information such as birthdates, social security numbers, account numbers, telephone
240 numbers, etc. Owner is responsible for providing this same notification to any occupants of the Property.
241 (B) Any person who intentionally intercepts oral communications by electronic or other means without the consent of all parties is
242 guilty of a felony under Pennsylvania law. Owner understands that recording or transmitting audio may result in violation of state
243 or federal wiretapping laws. **Owner hereby releases all BROKERS, their LICENSEES, EMPLOYEES and any OFFICER**
244 **or PARTNER of any one of them, and any PERSON, FIRM or CORPORATION who may be liable by or through them,**
245 **from any claims, lawsuits and actions which may arise from any audio or video recordings occurring in or around the**
246 **Property.**

247 **18. RECOVERY FUND**

248 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment)
249 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays
250 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
251 (717) 783-3658.

252 **19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION**

- 253 (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the
254 laws of the Commonwealth of Pennsylvania.
255 (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance
256 by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of
257 Pennsylvania.

258 Owner Initials: _____

CPMA Page 5 of 7

Broker/Licensee Initials: _____

259 **20. MEDIATION**

260 Owner and Broker will submit all disputes or claims that arise from this Agreement to mediation. Mediation fees, contained in the
261 mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation
262 process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing
263 a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by
264 the parties will be binding. Any agreement to mediate disputes or claims arising from this Agreement will survive termination.

265 **21. CONFLICT OF INTEREST**

266 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
267 any other. If Broker, or any of Broker's licensees, has a conflict of interest, Broker will notify Owner in a timely manner.

268 **22. ENTIRE CONTRACT**

- 269 (A) This Agreement constitutes the entire agreement of the parties. No prior understandings or representations of any kind shall be
270 binding on either party unless reduced to writing and contained within or incorporated and attached to the Agreement. All changes
271 to this Agreement must be in writing and signed by Broker and Owner.
272 (B) Without limiting the foregoing, Broker's services are limited to those specifically granted by Owner and set forth in this
273 Agreement. Any duty not expressly granted to Broker shall not be implied.

274 **23. FOR MIXED-USE PROPERTIES (IF APPLICABLE)**

- 275 (A) Notice to persons offering to rent housing in Pennsylvania: Your attention is directed to the provisions of the Pennsylvania
276 Human Relations Act, as amended (43 P.S. §951, et seq.). This law prohibits discrimination because of race, color, familial
277 status, religious creed, ancestry, age, sex, national origin, handicap or disability, use of guide or support animals because of the
278 blindness, deafness or physical handicap of the user or because the user is a handler or trainer of support or guide animals in the
279 selling, leasing or financing of residential housing. All housing offered for sale is subject to the provisions of the law. In the rental
280 of housing, the provisions of the law apply to all residences except (1) single or two-unit buildings in which one of the units is
281 occupied by the owner or lessee, and (2) rooms in a landlord-occupied rooming house with a common entrance. The only general
282 category of housing which is exempt from the provisions of the law is housing owned by religious, charitable, educational, private
283 or fraternal organizations, and used to promote the religious principles or the aims, purposes or fraternal principles for which such
284 organizations were established. Note: an amendment to the Real Estate Brokers License Act of May 1, 1929, Act of October 11,
285 1967, makes it unlawful for a real estate broker or salesperson to accept a listing with an understanding that illegal discrimination
286 in the sale or rental of housing is to be practiced. The rules and regulations of the Pennsylvania Human Relations Commission (16
287 Pa. Code §43.21) require that all licensed brokers or salespersons with whom you list your property for sale or rent shall give you
288 a copy of this notice. The purpose of this notice is to help you comply with the fair housing provisions of the Pennsylvania Law.
289 (B) The municipality in which the Property is located may have enacted an ordinance or other law that extends the protections for
290 access to housing to additional classes of individuals, such as gay, lesbian, bisexual and transgender individuals and couples.
291 Broker and Owner are advised to check with the local municipality, a representative from the Pennsylvania Human
292 Relations Commission, or their own attorneys for further guidance.
293 (C) Lead Paint Warning: The Residential Lead-Based Paint Hazard Reduction Act says that any landlord of property built before
294 1978 must give the tenant an EPA pamphlet titled "Protect Your Family From Lead in Your Home." The landlord also must tell
295 the tenant and the broker what the landlord knows about lead-based paint and lead-based paint hazards that are in or on the prop-
296 erty being rented. The landlord must tell the tenant how the landlord knows that lead-based paint and lead-based paint hazards are
297 on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other
298 information the landlord knows about lead-based paint and lead-based paint hazards on the property. Any landlord of a pre-1978
299 structure must also give the tenant any records and reports that the landlord has or can get about lead-based paint or lead-based
300 paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. The Act does
301 not require the landlord to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply
302 to housing built in 1978 or later.
303 (D) **Owner has no knowledge** of the presence of lead-based paint or lead-based paint hazards in or about the Property, **unless**
304 **checked.**
305 Owner has knowledge of the presence of lead-based paint or lead-based paint hazards in or about the Property.
306 **Owner has no reports or records** about lead-based paint or lead-based paint hazards on the Property **unless stated below:**
307

309 **24. SPECIAL CLAUSES**

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

311 Property Description Sheet for Rental (PAR Form XLRA)

312 Single Agency Addendum (PAR Form SA)

313 _____
314 _____

315 **(B) Additional Terms:**

316
317
318
319
320
321
322
323
324
325
326

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

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

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

331 **This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counter-**
332 **parts together shall constitute one and the same Agreement of the Parties.**

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

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

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

338 **OWNER** _____ **DATE** _____

339 **OWNER** _____ **DATE** _____

340 **OWNER** _____ **DATE** _____

341 **EXECUTED BY AUTHORIZED BROKER/ASSOCIATE BROKER**

342 _____ **DATE** _____