

GOVO REAL ESTATE CORP.
70-33 260th Street
Glen Oaks, New York 11004

Management Agreement for Owners of Fair Market Units

This Agreement made and entered into as of this ____ day of _____, 20____, by and between GOVO REAL ESTATE CORP., having its principal place of business at 70-33 260th Street, Glen Oaks, New York 11004 (“Agent”) and _____, having a mailing address at _____ (“Owner”).

WITNESSETH:

Whereas, Owner is the owner of a residential cooperative apartment known as Apartment GV_____ located at _____ (“Apartment”); and

WHEREAS, Agent is in the business of making apartments similar to the Apartment owned by Owner; and

WHEREAS, Owner desires to retain Agent to manage the Apartment upon the terms and conditions as hereinafter set forth; and

WHEREAS, Agent desires to manage the Apartment upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, Owner and Agent hereby agree as follows:

1. **AGENCY:** Owner hereby employs, hires, and retains Agent to exclusively rent, supervise, and direct the operation of the Apartment during the entire term hereof.
2. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on _____, 20____, and expiring on _____, 20____; provided, however the term shall be automatically renewed for one (1) year unless otherwise terminated pursuant to the terms and provisions of this Agreement.
3. **DUTIES OF AGENT:** The Agent, in the name and on behalf of the Owner, shall provide the following services for owner:
 - A. **Collections:** Agent will prepare rent bills and transmit them monthly to owner’s tenant(s). Agent will collect all rents and other charges payable by tenant(s) to the Owner, which are due or shall become due under the terms of any lease or rental agreement, and to collect all other revenue from the apartment. Owner recognizes that Agent is not a guarantor of the rent or other charges to be collected from tenants or for the performance of the non-monetary provisions of the lease by the tenant(s).

- B. **Repairs and Maintenance:** At the expense of the Owner, make or have made under its supervision, all minor repairs, replacements, alterations, additions and improvements to preserve the Apartment in good condition and repair. The Agent agrees to secure the Owner's prior approval on all expenditures in excess of \$300.00, except for any expenditures resulting from any emergency as deemed necessary by agent or repairs required by law.
- C. **Lease Adjustments:** Unless otherwise instructed by Owner in writing not to renew leases, Agent will automatically prepare a one-year renewal lease for the tenant(s) and transmit same to tenant(s) for signature along with a request for current pay stubs. The Owner is responsible for securing a bank consent letter or sending the Agent a letter stating that a bank consent letter is not applicable. The \$300.00 sublet renewal fee is reduced to \$200.00 for managed units. Owner must advise Agent 90 days prior to lease expiration of any changes in the current rent amount.

If Owner would like to sublet to a new tenant, Agent will work with prospective tenant(s) in completing all of the required documentation. Owner is still responsible for submitting a sublet package, however, no fee is required if done within the first six (6) months after original sublet package date. *The \$300.00 fee will be required if a sublet renewal fee has already been waived in a contract year.*

Agent will adjust and cancel leases, or settle and compromise claims, whenever expedient, by or against tenant(s).

- D. **Evictions:** Agent will employ legal counsel on behalf of Owner and Owner shall bear the unusual and reasonable cost of such counsel to handle all landlord/tenant matters such as non-payment, illegal occupancy, etc. and to prosecute actions for the eviction of tenant(s) and recovery of possession of premises and rents, provided such costs shall not exceed the cost of such services customarily charged by council in Queens County.

Agent will obtain Owner's prior approval before commencing an eviction case, but Agent will attempt to collect any sums due without court intervention.

- E. **Intent:** Agent will, in general, whether herein specifically authorized or not, do all things necessary, proper, or expedient in connection with carrying out the spirit and intent of this Agreement with respect to the renting, management and operation of the Apartment.

Agent agrees to perform all services in a faithful, diligent, and efficient manner, and shall at all times be subject to the reasonable instructions of the Owner. All costs and charges shall be paid the Agent only out of the rents and other income of the Apartment. In case such funds are insufficient, the Owner agrees to pay such costs and charges directly, or to provide the Agent with funds to pay the same.

4. **DUTIES OF THE OWNER:** The Owner shall pay all fees and expenses, fully cooperate with Agent, act in good faith and supply all necessary information and documentation in order for the Agent to carry out this agreement.

5. **INDEMNIFICATION OF AGENT:** Owner agrees to indemnify and save Agent harmless from all costs, expenses, claims, demands, or legal proceedings, which may be made or brought against Agent by reason of the Agency hereby created or arising out of the management or operation of the apartment and from any loss, damage, fines, penalties, or liability (including the costs, expenses, and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be sustained by Agent by reason of the agency hereby created or arising out of the management or operation of the Apartment.

It is expressly understood and agreed that the foregoing provisions shall survive the termination of this agreement with respect to any claim indemnified against by Owner or arising from events occurring prior to the date of termination.

6. **COMPENSATION:** Owner will pay Agent an annual management fee of \$500.00 provided payment is made in advance upon the signing of this Agreement. Should Owner elect to pay management fee on a monthly basis, the fee charged will be \$50.00 per month.
7. **NOTICES:** All notices to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addressed to the parties as indicated in the beginning of this Agreement.
8. **TERMINATION:** This Agreement may be determined by either party on thirty (30) days' written notice to the other.
9. **INSURANCE:** All Owners are required to have homeowners insurance. By signing this Agreement, you are hereby agreeing to abide by our policy.
10. **MISCELLANEOUS:** All negotiations, considerations, and representations, and understandings between Owner and Agent relating to the management of the Apartment are incorporated herein and may be modified or altered only by agreement in writing between Owner and Agent or their successors in interest.

The laws of State of New York shall govern the validity, performance, and enforcement of this Agreement. The invalidity or un-enforceability of any provision of this Agreement shall not affect or impair any other provision. Any lawsuit arising out of this Agreement shall be commenced in Queens County.

Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship or partnership or of joint venture between the parties hereto or of any other relationship other than the relationship of Owner and Agent.

No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition, or duty of the other party hereto shall be constructed as a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. Where Owner's approval is required under this Agreement, said consent shall not be unreasonably withheld or delayed.

