

AGREEMENT TO MANAGE AND LEASE REAL ESTATE

This agreement to manage and lease real estate is made and entered into as of this day 1st day of July, 2018 by and between Village of Fowlerville Downtown Development Authority hereinafter called the owner and P.J.H. Management LLC hereinafter called the Manager.

Whereas, Owner is the owner of the property known as 146-148 N. Grand Avenue located in Fowlerville, MI 48836.

Owner hereby employs Manager exclusively to rent, lease, operate and manage said property subject to the terms and conditions of this agreement.

In consideration of the management and leasing functions to be performed by Manager under this agreement, Owner agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Manager as agent in any negotiations relative to said property or any part thereof, which may have been initiated during the term hereof, and if consummated, shall compensate Manager in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by Manager from gross receipts:

Management: 5% per month of the gross rents starting after the first month.

The term of this agreement shall commence on the 1st day of July, 2018 and expire on the 30th day of June, 2019. This agreement is automatically renewable, upon expiration, for annual periods unless terminated by either party giving 30-days written notice to the other party in advance of such termination date. However, the termination of this agreement shall not affect the right of Manager to receive leasing commissions or fees, which have accrued on the date, specified in such notice and have not been paid.

As agent for Owner, Manager owes Owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting. Manager must disclose all known material facts about the property which could affect a tenant's use or enjoyment of the property, disclose information which could have a material impact on either party's ability to fulfill their obligations under the lease agreement, respond honestly and accurately to questions concerning said property, and deal honestly and fairly with all parties.

The duties and responsibilities of Manager in connection with the management of said property are as follows:

1. Manager shall take all reasonable steps to collect and enforce the collection of all rentals and other charges due to Owner from tenants of said property in accordance with the terms of their tenancies.
2. Manager shall deposit gross revenues collected into his management account and then mail a check to the owners less the management fee.
3. Manager agrees to contact the owner first before any repairs are made to the property. If owner elects to not want to make the repairs the manger shall arrange all repairs, replacements and decorating necessary to maintain said property in its present condition and for the operating efficiency of said property. The expense of any one item of maintenance shall not exceed the sum of **\$500.00** unless authorized by Owner or unless Manager determines it to be an emergency. Owner approval is not required in the event of an emergency where immediate repairs are required to preserve the property, continue essential services to the property, avoid danger to life or property, or to comply with federal, state or local law.
4. Manager shall have the authority to negotiate, prepare and execute all leases and to cancel and modify existing leases as agent for Owner.

5. Manager shall advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon; to show property to prospective tenants; to execute leases, renewals or cancellations of leases relating to said property; to terminate tenancies and to sign and serve for Owner such notices as Manager deems appropriate. In the event legal actions are needed to evict tenants and recover possession of said premises, owner will be solely responsible for any fees incurred.
6. Manager shall have the authority to hire, supervise and terminate on behalf of Owner all independent contractors and property employees, if any, reasonably required in the operation of said property. All such property employees are employees of Owner.
7. Manager shall maintain accurate records of all moneys received in connection with its management of said property, and such records shall be open for inspection by Owner at all reasonable times.

Owner shall complete and submit a lead-based paint disclosure if property is residential and built prior to 1978 as required by federal regulation.

Owner authorizes Manager to:

- a. Cooperate with brokers who represent tenants and
- b. Compensate cooperating brokers from Manager's fees
- c. Compensate Manager's agent if any

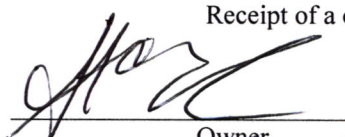
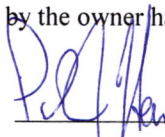
Owner agrees to hold Manager harmless from all damage suits in connection with the management of said property and from liability from injury suffered by an employee or other person whom ever and to carry, at Owner's expense, adequate public liability insurance and to name Manager as co-insured. Manager also shall not be liable for any error of judgement or for any mistake of fact or law, or for anything, which Manager may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect Manager's compensation or if Manager successfully defends any action brought against Manager by Owner, relating to said property, or Manager Management thereof, Owner agrees to pay all costs incurred by Manager in connection with such action, including reasonable attorney fees.

This agreement may be later amended or modified at any time by a written mutual agreement signed by Owner and Manager.

Manager will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap, or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements.

Manager accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon Manager under the terms hereof.

Receipt of a copy of the contract by the owner has been acknowledged.

 _____ Steve MacBernaide Owner	<u>7/1/18</u> _____ Date	 _____ Agent/Broker	<u>7/1/18</u> _____ Date
_____ Owner	_____ Date		
_____ Address	<u>810-623-9023</u> _____ Phone Number		