

*Mailing Address:*  
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(803) 779-3559

*Street Address:*  
3145 Carlisle Street Suite 104  
Columbia, SC 29205  
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*Website:* [www.scpattonproperties.com](http://www.scpattonproperties.com)

#### PROPERTY MANAGER AGREEMENT

- I. This is to certify that the undersigned as owner (Owner) has granted Patton Properties, Inc. (Manager) the exclusive right to manage the rental of the property or properties located at the address or addresses set forth below (Property), in consideration of its agreement to undertake such management on the terms and conditions set forth herein, and that in executing this agreement, warrants that undersigned holds title to the Property or is agent of the Owner.
- II. The Manager is hereby empowered as lawful agent of the Owner to rent, lease, and repair the Property and to perform all activities regarding the rental and maintenance of the Property as is customary in South Carolina for such management.
- III. The Manager shall repair the Property in accordance with the requirements of the laws of this State, including the Residential Landlord Tenant Act, as amended, or by lawful order of a court; without prior approval of Owner and ONLY when repairs are necessary, and always in the best interest of the Owner. The costs of such repairs shall be deducted from rental income, if on hand in Owner's account. If at any time there are insufficient funds in the rental account to make payment for necessary repairs, Owner must remit the amount required before repairs will be made. The Owner shall countersign all leases for more than one year.
- IV. The Manager shall receive as compensation for the services rendered hereunder for each rental unit, and the Owner hereby agrees to pay: (1) a monthly fee of ten percent (10%) of the gross income and any monies collected, or a combined, minimum of Twenty-five & 00/100 Dollars (\$25.00), whichever is greater, to be deducted from the rental income each month; and (2) a lease fee equal to fifty percent (50%) of the first full months' rent for any new tenant processed by the Manager. Only one lease fee per rental unit will be charged during a 12-month period and only for the procurement of a NEW tenant, the rate of commission shall be guaranteed for one year.
- V. This agreement shall be for a term of one year from the date hereof and shall be extended for periods of one year thereafter, unless fifteen (15) day's notice to terminate is made by either party; however, in the event of termination by Owner, if there are any existing, binding lease(s) secured by the Manager, Owner agrees to pay Manager, in lump sum on or before termination date, all regular monthly commissions to the end of the lease period, or a lump sum termination settlement charge equal to two months management fees, whichever is the greater.

*Established 1979!*



- VI. Any advertising costs done on behalf of the Property shall be due by the Owner, and advance payment is required. All late fees shall be retained by the Manager as a collection expense, and shall not be on behalf of the Owner.
- VII. Owner agrees that security deposits and all monies handled and collected by Manager may or may not be deposited in an interest-bearing account, and that in any event, interest earned shall accrue to the Manager and not to the Owner.
- VIII. The Manager shall make prompt, true and full accounting and remittance of all collections and disbursements monthly, mailed shortly after the end of the current month. (For example, July rent less disbursements and a statement mailed shortly after July 31st.)
- IX. The Owner shall indemnify and hold harmless the Manager for any expenses and costs, including reasonable attorney's fees, incurred by him in connection with the rental, lease, and/or repair of the Property, in the absence of gross misconduct or neglect, and Owner will in no way hold Manager responsible for damage to the Property by way of theft, destruction, or otherwise.

Agreed to by the Owner and the Manager this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_  
Owner

x \_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness of Owner

\_\_\_\_\_  
Witness of Owner

\_\_\_\_\_  
Address of Owner

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Number: \_\_\_\_\_

Social Security #/Fed. ID#: \_\_\_\_\_

Accept by \_\_\_\_\_ for Patton Properties, Inc., Manager

Property: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street Address Unit City

Rate: \_\_\_\_\_

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