

LMB Property Management Inc.  
RESIDENTIAL MANAGEMENT AGREEMENT  
11740 Hwy 17 Bypass  
Murrells Inlet, SC 29576  
Susan Frech / PMIC  
(843) 467-8106  
[www.lmbpm.com](http://www.lmbpm.com)

This agreement is made by and between LMB Property Management Inc. hereinafter referred to as BROKER and \_\_\_\_\_ hereinafter referred to as OWNER to secure the services of BROKER in the management of real property known as: \_\_\_\_\_ hereinafter referred to as the PREMISES, for a period beginning on \_\_\_\_\_, 20\_\_ and ending on \_\_\_\_\_, 20\_\_ and subject to the following terms and conditions:

1. APPOINTMENT AND AUTHORITY OF BROKER

- a. OWNER hereby appoints BROKER as the sole and exclusive BROKER to rent, lease, manage, collect and receipt for rents and operate the PREMISES. The OWNER, however, retains the right to make all management decisions concerning establishing parameters for new tenants, rental terms, and capital or repair expenditures in excess of \$350.00 in any month and must advise BROKER of these terms at onset of agreement.
- b. BROKER is authorized to secure the services of other real estate agents and conduct other marketing activities for purposes of securing a new tenant.
- c. It is agreed that the BROKER is entitled to compensation as provided herein in connection with any lease that may be executed during the term of this agreement, even if said lease was negotiated by the OWNER or any other party. BROKER shall be paid compensation at the rate as provided herein in connection with any lease which is being negotiated at the time of termination of this agreement if the tenant was introduced to the PREMISES by BROKER.

2. TERMS: IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BROKER, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAPH 5.

In the event that the PREMISES is not rented or leased within sixty (60) days of the date of this Agreement, or remains vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon thirty (30) days written notice to the other party of such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the premises through the efforts of BROKER. If the PREMISES contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement, or all units remained vacant of any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under the existing leases.

3. SPECIFIC AUTHORITY FOR REPAIR AND ALTERATIONS

a. Owner hereby gives BROKER the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following: to purchase necessary supplies; to contract for such utility services as BROKER may deem advisable; to make necessary repairs to the PREMISES without the express written consent of OWNER, limited to \$ 350.00 in any [X] month [ ] year, and to make OWNER authorized alterations and decorations. In addition to other authority of BROKER, BROKER may pay or incur without limitation on behalf of OWNER monthly or recurring operating charges and/or emergency repair if in the reasonable opinion of the BROKER, such repairs are necessary to protect the property from damage or maintain services to the tenants as called for in state law or Rental Agreement. BROKER is authorized on behalf of OWNER to hire, discharge,

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supervise and pay any employees or contractors for work performed. All providers of services shall be deemed to be acting on behalf of the OWNER and not the BROKER. BROKER will not be liable to the OWNER or others for any act, default or negligence on the part of such persons, contractors or other workmen, providing BROKER has taken reasonable care in engaging them or their employers.

~~b. A Reverse Fund will be established and maintained from property proceeds in the amount of \$ \_\_\_\_\_, to be paid (a) from first rental payments, or (b) \$ \_\_\_\_\_ per month from rental proceeds.~~

#### 4. BROKER'S RESPONSIBILITIES

In addition to the foregoing, the BROKER will perform the following functions on OWNER'S behalf:

- a. Make reasonable efforts to collect all the rents and other fees due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the OWNER, but BROKER does not guarantee the payment of any tenant's rent;
- b. Withdraw from such account all funds needed for proper disbursements for expenses payable by the OWNER including without limitation, BROKER 's compensation; and remit balance of rent to OWNER at OWNER'S address set forth in Paragraph 9 with a written statement within 30 days of rent receipt, indicating said receipts and disbursements; and
- c. Collect and place into escrow accounts, as required by law, security deposits under any lease. BROKER is authorized to disburse the security deposit at such times and to such persons as BROKER shall in good faith believe to be entitled to such funds in accordance with the South Carolina laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission belong to BROKER.

#### 5. BROKER'S COMPENSATION

In consideration of the services rendered by BROKER, OWNER agrees to pay BROKER the following forms of compensation:

- a. ANNUAL ADMINISTRATION FEE - a fee of \$100.00 to be billed on **April 1st** of each year.
- b. FOR MANAGEMENT - a fee equal to 10% of gross receipts collected including all sums collectible under any leases, with a minimum monthly fee of \$75.00.
- c. FOR LEASING — a fee equal to 0% of the first full month's rent for each new tenant's lease shall be paid to BROKER, in addition to the management fee provided for in paragraph 5b above, but shall not be payable in connection with renewals.
- d. CHARGES TO TENANTS — Late Rent Administration Charge, Returned Check Charges, Re-leasing Administration Charge and application fees paid by tenants under any lease are the property BROKER to offset expenses in enforcing the respective provisions unless otherwise stipulated in paragraph 15.
- e. SALE TO TENANT- If a sale or exchange of the PREMISES to the Tenant, or to anyone acting for or on behalf of a tenant or to any member of a tenant's immediate family is contracted for or effected during the term of this Management Agreement or within N/A months of its termination, the BROKER will be paid by the OWNER promptly a commission of N/A% of the sales price, if the BROKER has a valid South Carolina real estate license for the sale of real property in effect on the date, such sale or exchange closed.
- f. SUPERVISION OF RESTORATION/ IMPROVEMENTS- BROKER shall be paid N/A% of cost of any and all new construction, substantial repairs and capital improvements made to premises during the term of this agreement in excess of \$N/A, provided that BROKER receives written authorization from OWNER for each specific project. Any such construction shall be scheduled, coordinated supervised by BROKER on behalf of OWNER. No fee will be charged for routine maintenance and repairs.
- g. OWNER- further agrees to pay BROKER actual costs for advertising or not more than \$ N/A per \_\_\_\_\_, and for all long distance phone calls and other out-of-pocket- expenses actually and reasonably incurred in connection with said PREMISES.

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6. INDEMNIFICATION

Owner agrees (a) to indemnify, defend and hold the BROKER harmless from all loss, expense, damage, claim suits and costs whatsoever (including without limit attorney's fees and expenses) incurred and arising from performance or attempted performance by BROKER of its duties and powers hereunder where for personal injury and/or property damage suffered by any person whomsoever on or about the PREMISES or otherwise, and (b) carry at OWNER'S expense liability insurance to protect the interest of the parties hereto. Policies shall be written as to protect the BROKER in the same manner and to the same extent as they protect the OWNER, and will name the BROKER as an addition insured or certified holder of the policy. The BROKER also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which BROKER may do or refrain from doing, herein, except in cases of willful misconduct or gross negligence. The BROKER shall not be responsible for any damage to the PREMISES, under any circumstance, by the tenant or others.

7. LEGAL PROCEEDINGS

BROKER is empowered to sign and/or cancel leases on OWNER's behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such actions and suits, and to depose tenants, any other persons, including without limit institution of eviction proceedings in the name of and on behalf of OWNER. BROKER may select the attorney of BROKER'S choice to handle any such matters and incur court costs at owner's expense. BROKER is not responsible for defending owner against any claim brought in a proceeding or court action.

8. BINDING AUTHORITY

This agreement shall be binding upon the successors and assigns of BROKER and upon the heirs, administrators, executors, successors, and assigns of OWNER.

9. COMMUNICATIONS/NOTICE

Owner agrees to receive any and all communications from Broker at the address, phone and fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this agreement shall be deemed given (1) delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at following address:

**WWW.LMBPM.COM**

LMB Property Management, Inc

11740 Hwy 17 Bypass

Murrells Inlet, SC 29576

PMIC: Susan Frech

Phone: 843-467-8106

Email: [susan@lmbpm.com](mailto:susan@lmbpm.com)

OWNER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

SSN: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

(MUST BE COMPLETED)

ID# \_\_\_\_\_ State \_\_\_\_\_

(MUST BE COMPLETED)

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## 10. OWNER REPRESENTATIONS AND WARRANTIES

- a. OWNER represents and warrants to the BROKER that, to the best of OWNER'S knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and State laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES other than

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\_\_\_\_\_ that the PREMISES are not the subject of any order to repair or to demolish or other order of any governmental rules and regulations; that the OWNER will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.

- b. OWNER declares that all mortgage payments have been made and account is current.
- c. OWNER warrants that there are operating smoke detectors on the premises.

## 11. LEAD-BASED PAINT DISCLOSURE

For dwellings built before 1978, and as required by applicable law, a Disclosure of information on Lead Based Paint and Lead-Based Pain Hazards (the "Disclosure") must be signed by OWNER and attached to this agreement. OWNER represents that either (1) the improvements on the property were all submitted, commence, and constructed after December 31, 1977 or (2) the Disclosure has been fully completed and is attached to this agreement. OWNER agrees to provide BROKER with any such additional information or reports that may come to OWNER'S possession during the term of this agreement. OWNER acknowledges that BROKER has informed OWNER of the OWNER'S obligations to provide a tenant of the property with the pamphlet "Protect Your Family from Lead in Your Home," to provide information to a Tenant of the property with copies of available records and reports with respect to the property and lead-based paint and lead-based paint hazards, all pursuant to 42 USC 4582 (d), as amended.

## 12. FORCE MAJEURE

Any delays in the performance of any obligation of BROKER under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of BROKER, and any time periods required for performance shall be extended accordingly.

## 13. PAYMENT FOR OWNER'S FUNDS

BROKER shall not have no duty to expend BROKER's individual funds in fulfillment of BROKER's responsibilities under this agreement. All payments required or permitted to be made by BROKER shall be made from OWNER's funds. OWNER agrees to deposit with BROKER promptly on demand such funds as may be necessary in BROKER's reasonable judgment for performance by BROKER as provided in this Agreement.

## 14. AVAILABILITY OF TENANTS

BROKER shall make good faith effort to obtain tenants for the PREMISES, but BROKER makes no guarantee that tenants can be found.

## 15. OTHER STIPULATIONS

- \*\* This agreement will automatically renew each year unless a 60 day written notice is given by either party to terminate this agreement.
- \*\* LMBPM can negotiate up to 15 days free rent to secure a qualified tenant.
- \*\* Rental range owner would like \_\_\_\_\_
- \*\* Between tenants, exterior door locks will be changed. An electronic keypad will be installed on the main door (\$150) and a standard keyed door lock will be installed on secondary exterior doors (\$75 each). Owner will be billed at time of install.
- \*\* Upon notice of a tenant vacating property, owner must schedule to have electric and water for property switched into their name while property is vacant.
- \*\* Before new tenants move into property, owner must pay for one standard pest control treatment. LMB will arrange this treatment with a pest control company unless owner would like to have this done themselves. Owner will be billed at time of job completion.

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16. BINDING EFFECT

This agreement shall be binding on, and for the benefit of the parties hereto and their respective heirs, successors and assigns. This agreement shall be governed by, interpreted under and enforced in accord with the law of the State of South Carolina. This is the entire agreement between the parties and may not be modified except in writing by both parties.

17. SURVIVAL

Indemnification and other provisions of this Agreement which benefit BROKER shall survive any termination of this Agreement.

18. FACSIMILE AND OTHER ELECTRONIC MEANS

The parties agree that the offer, any counteroffer and/or acceptance of any offer or counteroffer may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures. Initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

WHEREFORE, the parties have executed this Residential Management Agreement or caused the same to be executed by their authorized representative.

THIS AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties.

\_\_\_\_\_  
Property Manager / PMIC

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

**SAMPLE**

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11740 Highway 17 Bypass South, Murrells Inlet, SC 29576

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Dear Home Owner,

Please fill out and return this form via mail or email at your earliest convenience so we can get you set up on our ACH electronic direct deposit.

If you have any questions, please contact me at 843-467-8106.

Name on Bank Account \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Is this a Checking or Savings Account? \_\_\_\_\_

Best Contact Phone Number \_\_\_\_\_

Thank you for your time and quick response.

Sincerely,

Susan Frech  
LMB Property Management

**SAMPLE**

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>  | <p>Requester's name and address (optional)</p> <p>LMB Property Management, Inc<br/>                 1740 Highway 17 Bypass<br/>                 Murrells Inlet, SC 29576</p>  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to Get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |  |  |  |
|                                       |  |  |  |   |  |  |  |  |  |
| -                                     |  |  |  | - |  |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |  |  |  |
|                                       |  |  |  |   |  |  |  |  |  |
| -                                     |  |  |  | - |  |  |  |  |  |

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |  |                            |
|------------------|--|----------------------------|
| <b>Sign Here</b> | <p><b>Signature of U.S. person ▶</b> _____</p> | <p><b>Date ▶</b> _____</p> |
|------------------|--|----------------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*