

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.