

MANAGEMENT AGREEMENT

Location: _____ Effective Date: _____

Parties:

Manager Name or Entity: _____

Manager Address: _____

Owner Name or Entity: _____

Owner Address: _____

Recitals:

WHEREAS, Owner is the lawful owner of the asset(s) described herein; and WHEREAS, Owner desires to engage Manager to manage, operate, and maintain the asset(s) under the terms and conditions set forth in this Agreement; and WHEREAS, Manager agrees to provide such services subject to the terms and conditions herein.

1. Appointment and Authority

Owner hereby appoints Manager as its exclusive agent to manage, operate, and maintain the asset(s) described in Schedule A attached hereto (the "Asset(s)"). Manager accepts such appointment and agrees to perform management services on behalf of Owner in accordance with this Agreement and applicable law.

2. Term

The term of this Agreement shall commence on the Effective Date and shall continue for the period specified in Schedule B, unless terminated earlier pursuant to Section 12 herein.

3. Manager's Duties and Responsibilities

Manager shall diligently manage and operate the Asset(s) in a professional and prudent manner, including but not limited to maintenance, repairs, leasing, collection of rents or revenues, payment of expenses, and compliance with all applicable laws and regulations. Manager shall keep accurate records and provide Owner with periodic reports as specified in Schedule C.

4. Owner's Representations and Warranties

Owner represents and warrants that it has good and marketable title to the Asset(s), free and clear of liens and encumbrances, except as disclosed to Manager in writing. Owner agrees to provide Manager with all necessary information and access to perform its duties hereunder.

5. Compensation

Owner shall pay Manager the fees and commissions set forth in Schedule D. Such compensation shall be due and payable in accordance with the terms set forth therein.

6. Expenses

Manager is authorized to incur reasonable and necessary expenses on behalf of Owner in managing the Asset(s). Such expenses shall be reimbursed by Owner upon presentation of appropriate documentation. Manager shall not incur any single expense exceeding the amount stated in Schedule E without prior Owner approval.

7. Records and Reports

Manager shall maintain complete and accurate books and records relating to the management of the Asset(s). Manager

shall furnish Owner with monthly, quarterly, and annual reports as detailed in Schedule C, including financial statements, invoices, and other relevant documentation.

8. Insurance

Owner shall maintain adequate insurance coverage on the Asset(s), naming Manager as an additional insured where appropriate. Manager shall not be responsible for insuring the Asset(s) unless expressly agreed in writing.

9. Indemnification and Liability

Each party shall indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against all claims, damages, losses, liabilities, and expenses arising out of or related to any breach of this Agreement or gross negligence or willful misconduct by the indemnifying party. Manager shall not be liable for any loss or damage to the Asset(s) except to the extent caused by Manager's gross negligence or willful misconduct.

10. Confidentiality

Each party agrees to maintain in strict confidence and not disclose to any third party any confidential or proprietary information obtained from the other party in connection with this Agreement, except as required by law or with prior written consent.

11. Compliance with Laws

Manager shall perform its duties in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Owner shall cooperate with Manager to ensure such compliance.

12. Termination

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party. Upon termination, Manager shall promptly deliver all records, documents, and funds belonging to Owner, and shall cooperate in the orderly transfer of management.

13. Relationship of Parties

Manager is an independent contractor and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship between Owner and Manager. Neither party shall have authority to bind or obligate the other except as expressly provided herein.

14. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic transmission with confirmation of receipt, to the addresses set forth in Schedule F or to such other address as a party may designate by notice.

15. Entire Agreement

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

16. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

17. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____ for any disputes arising out of this Agreement.

19. Waiver

No waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the party granting the waiver. The failure to enforce any provision shall not constitute a waiver of future enforcement.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including PDF, shall be deemed original signatures and binding upon the parties.

MANAGER'S SIGNATURE

OWNER'S SIGNATURE

Signature: _____

Signature: _____

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