



WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Rd
Madison, Wisconsin 53704



(608) 207-0675

Premier Properties

1818 Milton #993, Janesville WI 53547

Property Management Agreement

This Agreement is entered by and between **KT Premier Properties, LLC** hereinafter called "AGENT," and, _____ (aka, _____), hereinafter called "OWNER" WITNESSETH that, in order to induce AGENT to enter into this agreement, OWNER hereby represents to AGENT that he/she/they is/are the OWNER(s) of the following described property located Rock County, WI or Winnebago County, IL ("premises"), Address(s); Parcel or tax ID # (s):

In consideration of this representation and the fees to be paid, KT agrees to act as management AGENT with respect to this property(s), to use due diligence in the management of said premises upon the terms herein provided, and agrees to furnish the services of his organization for the renting, leasing, operating and managing of said premises subject to and in accordance with the terms and provisions set forth below:

I. AGENT'S COMPENSATION:

- A. A monthly management fee shall be charged as follows:
 1. For each commercial, condominium, apartment, townhouse, single family or for owners of multiple properties managed by KT Premier Properties LLC, 6-10% (six-ten percent) of the agreed monthly rent, uncollected or collected but not less than \$95.00, if vacant, at the 1st of the month of rent.
 2. For each new tenant placed, owner will incur a \$600-900 tenant placement fee (lease signing included).
- B. OWNER required to pay AGENT a one-time \$250 set up fee per unit and \$250 reserves funds, of which can be used from rent roll (not be required upon signing agreement).
- C. Any interest earned on tenant's security deposit shall be retained by AGENT, disbursed to tenant if applicable
- D. Any late charge: judicial fine, pet fee, penalty, material rebates, or multiple damages or interest collected from the tenant shall be retained by AGENT as an additional fee, as described in Paragraph IV.B.

II. LEASING:

- A. OWNER hereby authorizes AGENT to rent the premises, at a monthly rent no lower than \$ **fair rental market**, for terms of **month-to-month tenancy up to 1 year leases**, in the event AGENT is unable to rent the premises at the above rental amount, AGENT is hereby authorized to lower said rent to **5% below market rent**.
- B. All utility charges, as appropriate, shall be paid by the tenant during tenant's occupancy with exception to Water/sewer charges of which will be paid by Owner. Pets () shall - () shall not, be allowed and/or limited as follows: No exotic or endangered pets. Monthly pet fee of **\$30** per pet will be added to tenants rent and a one-time **\$300** per pet fee shall be collected of which shall be considered non-refundable.
Up to _____ total pets allowed (dogs and or cats).
- C. AGENT shall collect an amount equal to: **1 – 1.5 month** as a security deposit from Tenant(s). The security deposit shall be maintained in AGENT account.

III. DISBURSEMENTS: AGENT shall pay, OUT OF OWNER'S FUNDS AVAILABLE, the following as they shall accrue and in the order here set out:

A. AGENT's compensation, as set forth in Paragraph I.

B. Such utility bills (including gas, electric, and water), necessary repairs and/or maintenance charges to maintain the property, and cleaning charges as shall accrue or be necessary to preserve the property during periods of vacancy or occupancy, or to put the property in a rentable condition after vacated; or expenses to regain possession and/or to attempt to collect delinquent rent subject to the provisions set forth below; or necessary professional fees; or governmental assessments.

C. Correspondence shall be sent to (mailing address):

D. Tenant payments are disbursed no later than 1-15 days after receipt of cleared tenant funds.

E. IT IS EXPRESSLY AGREED THAT NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS REQUIRING AGENT TO ADVANCE ANY OF ITS OWN MONIES FOR ANY PURPOSE.

IV. GENERAL PROVISIONS:

A. GRANT OF POWER: Subject to the limitations set out herein, OWNER grants AGENT full power and authority to lease, let, rent, evict and maintain real property described, or any part thereof, in its own name as AGENT for OWNER. In order to effectuate same, AGENT may enter into such written contracts and/or leases as AGENT deems necessary, in its own name as AGENT for OWNER. AGENT may collect and receive all rents arising as a result of AGENT's management of the premises. AGENT may use such means as are ordinary and customary in collecting or attempting to collect any delinquent accounts. AGENT may, at his discretion evict any tenant who violates any term of the lease. OWNER hereby assigns to AGENT collection of rents and all delinquent rents which may accrue from any tenant for the purpose of crediting such rents to OWNER's operating account for required disbursement.

B. COLLECTION OF RENT

1. AGENT shall use such means as are ordinary and customary to collect or attempt to collect any rent from any tenant of the premises. KT Premier Properties LLC requires all tenants to deposit manually, ACH, debit, credit payments to KT Premier Property account at designated bank or online portal. In the event rent is not paid within the 5 day grace period, KT Premier Properties, its agents or associates will make one physical (1) attempt to collect via phone, email or in person. If rent cannot be collected, a five (5) day "Pay or Quit Notice" will be served to tenant per state statutes. If no rent is received a court date may be scheduled. In the event that legal action is necessary to obtain WRIT judgment for possession of the premises, delinquent rent, or damages upon other causes of action, AGENT is authorized to act on behalf of owner, to sue in its own name as AGENT for OWNER, and to expend the sum up to eight hundred fifty (\$850.00) from OWNER's account for such purposes without OWNER's prior permission for court costs and sheriff fees. AGENT will then, instigate action, legal or otherwise, for the collection of rents at a rate of \$95 per hour thereafter, provided such action is considered reasonable by the AGENT.

2. AGENT SHALL NOT BE HELD MONETARILY RESPONSIBLE FOR ITS INABILITY TO COLLECT RENTS. AGENT SHALL NOT BE HELD RESPONSIBLE FOR ANY EXPENSES INCURRED FOR LEGAL ACTION INVOLVED IN THE COLLECTION OF RENTS AND/OR THE EVICTION OF ANY TENANT AND/OR DAMAGES INCURRED TO THE PROPERTY. All such expenses shall be paid by OWNER, reimbursable in the event AGENT is able to collect the rents, legal fees, or damages from the tenant.

3. If a late charge, pet fee, judicial fine, penalty, or multiple damage, or interest is collected from the tenant, it shall be considered income to AGENT for its additional effort and time.

4. If deemed necessary, Agent reserves the right to modify this agreements (see M.) policy, procedures, collection of rent terms based on city ordinances, state statutes, law and our ability to operate efficiently.

C. MAINTENANCE:

1. AGENT shall have full authority to perform or to cause to be performed such maintenance of the property as is reasonable and necessary for the safety of the tenants and the preservation of the property.
2. AGENT may, at his sole discretion, install fire/smoke detectors, carbon monoxide detectors, and/or fire extinguishers on the property at OWNER's expense.
3. In the event repairs, maintenance, or construction are required in excess of \$100 hundred (\$100.00), upon OWNER consent (with exception to emergencies, violations or work under \$100.00) to perform work (see D.2 and VII. 10), AGENT may, at AGENT discretion, charge a fee up to nineteen percent (19%) of the total said expenditures per subcontractor invoice.

D. DISCRETIONARY AUTHORITY:

1. OWNER expressly grants AGENT full power and authority to contract and pay for all repairs (see C.3) and cleaning costs which in its discretion deems necessary or advisable to maintain; or put the premises in a rentable condition; or to repair the same in the event of damage or destruction to the premises due to fire, windstorm, hail, flood, riot, civil commotion, tenant abuse, or other causes resulting in damage to the premises, all out of the OWNER's funds on hand. Should the estimate or contemplated cost exceed funds on hand, OWNER shall promptly remit, upon AGENT's request, the necessary balance.
2. In an emergency, as determined in AGENT's discretion, OWNER authorizes AGENT's expenditure in excess of funds on hand without prior authorization. OWNER may be required to remit, upon AGENT's request, the necessary balance.
3. Failure of OWNER to remit balances described in this subparagraph shall result in AGENT's reimbursement therefore from subsequent revenues ordinarily accruing and payable to OWNER.

E. INSURANCE COVERAGE:

1. OWNER is obligated, at OWNER's expense, to keep the necessary Fire and Extended Coverage Liability Insurance current and renewed.
2. AGENT is obligated, at AGENT's expense, to keep Brokers License current and renewed to operate as a property management company.

F. LIABILITY OF AGENT: It is agreed that AGENT shall use reasonable and ordinary care in the selection of tenants and all other acts assigned for performance by this Agreement. When any act is required of the AGENT, it shall be done in the ordinary course of AGENT's business.

1. OWNER shall save AGENT harmless from all personal injury, insurance, homeowners or business lawsuits which may arise in connection with the management of the premises, and from any liability from injuries suffered by any person entering the premises, including any resident manager or other employee.
2. AGENT shall not be personally liable for any act it may do or omit to do hereunder as AGENT while acting in good faith, exercising its best judgment.
3. AGENT is hereby expressly authorized, under OWNER'S behalf (see IV. GENERAL PROVISIONS: A. GRANT OF POWER), to comply with and obey any and all process, orders, judgment or decree, it decrees from any court; where AGENT obeys or complies with any such process, order, judgment or decree, shall not be liable to OWNER or any person, firm, or corporation by reason of such compliance, notwithstanding subsequent reversal or modification.
4. AGENT is hereby expressly required to comply with any laws, whether now in existence or hereinafter enacted, and whether federal, state, or local, relating to fair housing, rent control, discrimination, and health and welfare. AGENT is expressly authorized to comply with the rule or order of any governmental agency, insofar as such order in any manner affects the management of the premises or any duties of the AGENT hereunder.

G. ACCOUNTING FOR FUNDS:

1. AGENT shall furnish OWNER a quarterly accounting statement showing the receipts and expenditures with respect to the premises via online web based software or hard copy, plus OWNER's monthly proceeds, as set forth in Paragraph III.B.
2. AGENT shall furnish a final accounting upon the termination, of this agreement within forty five (45) days from the date of verbal or written request of management termination, except as modified by IV.B.1 and J. TERMINATION. OWNER shall incur \$50 final lockbox fee and or \$250 accounting fee at discretion of AGENT.

H. SECURITY AND DAMAGE DEPOSITS:

1. All security and damage deposits shall be returned to the tenant by AGENT when the tenant vacates the premises, subject to AGENT's determination, consistent with Wisconsin law, whether the tenant has damaged the property in excess of ordinary wear and tear, with the exception of accrued interest.
2. AGENT shall properly account for sums retained for the purpose of off-setting OWNER's expenses for unpaid rent, utilities, cleaning charges, or repairs.
3. In the event litigation shall occur concerning security deposits, AGENT shall defend same in its own name as AGENT for OWNER, at OWNER's expense.
4. Should AGENT and OWNER disagree on the amount of security deposit AGENT intends to refund to the tenant, AGENT may forward the full amount, less ALL interest, to OWNER within thirty (30) working days of notice of dispute by means of first class mail or ACH. AGENT shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity; and OWNER shall hold AGENT harmless.
5. Should this Agreement terminate while an existing tenant's security deposit is in AGENT's possession, AGENT shall forward that amount in full, less interest, to OWNER no later than forty five (45) business working days after termination has ended by means of first class mail or ACH. AGENT shall have no further obligation or liability concerning the security deposit to any person or entity; OWNER shall hold AGENT harmless.

I. ADDRESS OF OWNER: OWNER agrees, within twenty (20) days of change, to advise AGENT, in writing, of any change of address. Any notice or accounting statement or other document required or desired to be given by AGENT to OWNER may be given by mailing to the address noted hereon, or the most recent address of OWNER shown in the records of the AGENT; and notice so mailed shall be as effectual as if served upon such party in person at the time of depositing such notice in the mail.

J. TERMINATION: This agreement is performance based. Either party may terminate at any given time upon thirty (30) day's written notice, via email, text or first class mail, of which contract ends 30 days thereafter with no further obligation(s) or liabilities what so ever from AGENT. OWNER shall then retake possession of the premises and all management responsibilities subject to the rights of any tenant rightfully in possession. OWNER's proceeds shall be distributed by AGENT within forty five (45) business working days after termination end date, unless outstanding AGENT or third-party obligations remain, in which case, distribution shall be accomplished immediately after the last such obligation is satisfied. In the event OWNER were to forcefully regain possession and management responsibilities, either with or without notice to AGENT verbally or written via email, phone, text or in person, prior to the thirty (30) days expiring, then management is deemed to immediately cease at that same instance with OWNER being charged a fee 50% of total ending rent roll or \$1500 (one thousand five hundred) per unit, whichever is greater, for the loss income due to AGENT and damages for insufficient time to transition.

K. DEFICIT ACCOUNT: In the event of termination, should there be any outstanding and unpaid obligations, debts, or charges due AGENT, any amounts on account or received by AGENT on account or otherwise due OWNER shall be applied first to satisfy those obligations and then disbursed to OWNER. OWNER waives all protest and defenses against AGENT for such lawful disbursements. AGENT's lien rights against the subject property shall not be waived by this provision.

L. PARTIAL WAIVE OR ACQUIESCENCE NO BAR: AGENT's waiver, forbearance, or acquiescence of any of its rights, in whole or in part, shall not serve to waive, bar, or compromise the entire agreement or any other thereof.

M. WHOLE AGREEMENT: This writing embodies the entire agreement between the parties and is not based upon any other representation whatsoever, expressed or implied, except as herein contained. The Agreement and it's policy's can be modified at anytime by AGENT with a 30 day verbal or written notice.

VI. EFFECTIVE DATE: Management by AGENT shall be effective on ___day of ____, **2025** and shall be effective on a month to month basis. This agreement will automatically renew monthly from the start date stated unless written notice of its non-renewal is given in accordance with IV-J above.

VII. ITEMS OF MUTUAL AGREEMENT:

1. OWNER (X) does / () does not, authorize AGENT to have the furnace/boiler/HVAC system serviced once each year and smoke/CO detectors checked every 3-5 years and or between unit vacancy;
2. AGENT and OWNER agree that there are no advertising and screening fees incurred by or to Owner.
3. OWNER understands that any duty not outlined within agreement can be subject to additional fees;
4. OWNER () does / (X) does not, permit smoking inside premise;
5. AGENT agrees to handle all calls. At no point in time will a tenant contact owner;
6. AGENT agrees to perform background and credit checks on new tenants free of charge to owner;
7. AGENT agrees to keep tenants informed on local ordinances when violations exist;
8. OWNER () does / (X) does not handle snow removal, lawn care. If not, tenant or third party contractor handles these tasks, not agent;
9. OWNER understands AGENT fees are for management, not for collection of tenant unpaid utilities. KT is NOT a collection agency. Additional fees apply if KT performs collection duties. Furthermore, if KT does pay a utility, insurance, tax, fine, citation, mortgage payment(s) on behalf of owner, a \$7.75 per/bill pay may apply;
10. OWNER agrees repair costs are addressed on a per incident occurrence. Emergency repairs require no owner notification or consent. Any other single one repair, maintenance, or material incident over \$100, owner(s) may be notified and will be the party to give consent before proceeding unless in the event of emergency or violation;
11. OWNER understands that AGENT does not 100% of the time act as a maintenance crew or General Contractor. Some necessary repairs or maintenance needed might require to hire the respective sub-contractor to perform the tasks at hand. Of which funds from rent roll would be used (C.3).

SIGNING THIS AGREEMENT CREATES LEGAL AND ENFORCABLE RIGHTS and any item not listed may be subject to additional fees or charges by AGENT. Owner also agrees he/she may be subject to Broker Disclosure with KT Premier Properties and not list for sale or manage described properties herein with a third-party Broker until after contract maturity or termination date (WI State Statute requirement).

The parties hereto have hereunto set their hands this day of: _____

OWNER: _____
Authorized Signature

Printed Name

OWNER: _____
Authorized Signature

Printed Name

Federal I.D # EIN or SS No. (required) _____ (By law, at years end you will receive a 1099)
Owner Ph #:
Email:
Email:

NOTE: Contract only Valid once all Parties have signed acknowledgment and ownership of property is verified.

Property Manager: _____
(KT officer signature)

EIN #
45-2823686



Broker License #
57803-90