

# ACUERDO DE ADMINISTRACIÓN DE PROPIEDADES

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Agosto de 2024



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## 1. PARTES

- Propietario: \_\_\_\_\_
- Corredor: \_\_\_\_\_ actuando a través de \_\_\_\_\_  
NOMBRE DE LA FIRMA VENDEDOR

## 2. CONTRATACIÓN

- El propietario contrata y designa a un Corredor como agente único y exclusivo del Propietario para arrendar, operar y administrar la Propiedad ubicada en:
- Dirección de la Propiedad: \_\_\_\_\_
- Ciudad: \_\_\_\_\_ AZ CP: \_\_\_\_\_
- Condado: Descripción legal: \_\_\_\_\_ ("Propiedad"), y cualquier propiedad personal ,
- existente como se establece en el apéndice adjunto o  \_\_\_\_\_ en los siguientes términos.

- \_\_\_\_\_
- \_\_\_\_\_

- Únicamente, 20 \_\_\_\_ ("Fecha de Inicio")
- y finalizará el \_\_\_\_\_ día de \_\_\_\_\_, del 20 \_\_\_\_ ("Fecha de Vencimiento").

- Este Acuerdo se renovará automáticamente por un período de \_\_\_\_\_  meses  años a menos que se cancele o rescinda de otra manera
- según lo dispuesto en el presente. El Corredor enviará al Propietario un aviso recordatorio con al menos treinta (30) días de anticipación a cada fecha de renovación.

- Este Acuerdo será rescindido inmediata y automáticamente por: (i) la venta, transferencia u otra disposición de derechos legales y
- beneficios de título de la Propiedad, excepto por una transferencia de la Propiedad hacia un fideicomiso u otra entidad legal
- controlada únicamente por el Propietario; (ii) condena de la Propiedad o (iii) destrucción completa de la Propiedad.

- Cancelación: Cualquiera de las partes puede cancelar este Acuerdo con treinta (30) días de anticipación o  \_\_\_\_\_.

- Si el Propietario cancela este Acuerdo antes de la Fecha de Vencimiento o cualquier prórroga del mismo, el Propietario
- pagará al Corredor una tarifa de pronta cancelación de \_\_\_\_\_.

- El Corredor puede cancelar este Acuerdo de inmediato mediante notificación al Propietario en caso de: (i) un aviso de venta del fideicomisario o el
- registro de una ejecución hipotecaria contra la Propiedad; (ii) El Propietario no cumple o se niega a cumplir con cualquier regla, orden, determinación,
- código, ordenanza o ley de cualquier autoridad gubernamental; (iii) El Propietario se niega a corregir una condición peligrosa en la Propiedad.

- Cualquiera de las partes puede cancelar este Acuerdo de inmediato mediante notificación a la otra parte en caso de que se
- presente una petición de quiebra por o contra el Propietario o Corredor, o en el caso de que realice una cesión en beneficio de los
- acreedores o se aproveche de cualquier ley concursal.

- Tras la cancelación de este Acuerdo, el Propietario asumirá todas las obligaciones contractuales y el pago de todos los montos adeudados con
- respecto a la Propiedad o que surjan a partir de este Acuerdo. El Corredor puede retener fondos según lo permitido por la ley para pagar los montos
- adeudados, gastos incurridos previamente pero aún no facturados, y para cerrar cuentas. El corredor entregará al Propietario el saldo de cualquier
- dinero adeudado al Propietario, en poder del Corredor, así como una contabilidad final que refleje el saldo de ingresos y gastos según lo exige la ley.

- Depósitos del Inquilino Al Momento De la Terminación/Cancelación:** Si este Acuerdo se rescinde o cancela por cualquier motivo que no sea la venta del
- fideicomisario, ejecución hipotecaria judicial u otra confiscación por parte del Propietario, cualquier depósito reembolsable del inquilino se enviará al Propietario
- después de que una notificación se le haya entregado al inquilino según lo exige la ley. Si este Acuerdo se rescinde debido a la venta del fideicomisario, ejecución
- hipotecaria judicial u otro tipo de confiscación por parte del Propietario, cualquier depósito reembolsable adeudado al inquilino será entregado al mismo.

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Initials >

OWNER	OWNER

Property Management Agreement >>

3. BROKER RESPONSIBILITIES

35. Management and Leasing: Broker shall use its best efforts to:
36. (i) Manage, supervise the maintenance of, and operate the Property.
37. (ii) Lease or rent the Property, including negotiating for and entering into leases on behalf of Owner, for terms not in excess of:
38. \_\_\_\_\_ days \_\_\_\_\_ month(s) \_\_\_\_\_ year(s) and rent in the amount of \$ \_\_\_\_\_ or as otherwise agreed
39. upon or accepted by Owner;
40. (iii) Collect rents, deposits, and other fees.

41. Marketing: Broker may advertise the Property for lease and place signs on the Property if permitted by the applicable rules and
42. regulations or governing homeowners' association. Owner \_\_\_\_\_ does \_\_\_\_\_ does not authorize Broker to install and use a lockbox on the
43. Property containing the key to the Property. Owner acknowledges that a lockbox will permit access to the Property by other brokers,
44. with or without potential tenants. Owner further acknowledges that, from time to time, unauthorized persons may have gained access
45. to properties using lockboxes, and Broker is not insuring Owner or any occupant against theft, loss or vandalism resulting from
46. any access. Owner agrees that the Property will not be advertised through MLS unless Owner executes and delivers to Broker a
47. separate written agreement for listing the Property in the MLS.

(OWNER'S INITIALS REQUIRED) \_\_\_\_\_ OWNER \_\_\_\_\_ OWNER

49. Tenant Performance: Broker shall make reasonable efforts to screen potential tenant(s) and to collect rents, but does not guarantee
50. future performance of tenant(s) and is not obligated to refund to Owner any compensation or commissions in the event of tenant breach.

51. Repair and Maintenance: Broker shall assist Owner in the employment and supervision of all labor and contractors required for
52. the repair and maintenance of the Property at Owner's expense. All labor and contractors shall be deemed sub-contractors of the
53. Owner and not the Broker unless otherwise agreed in writing, and Broker shall not be liable or responsible for their acts, defaults
54. or negligence. Owner shall approve all expenditures in excess of \$ \_\_\_\_\_ for any one item, including repairs to
55. be paid by deductions from tenant's deposits, except that no Owner approval shall be required for recurring operating expenses
56. or emergency repairs if in the sole discretion of the Broker such repairs are necessary to protect the Property from damage or to
57. maintain services to the tenant as required by the lease(s).

58. Property Management Trust Account: Broker shall deposit all Property rents, miscellaneous income, tenant security deposits and
59. Owner's reserve funds into Broker Property Management Trust Account(s) ("PMTA"), which shall be maintained as required by law.
60. The PMTA may earn interest, which shall be paid to Broker as additional compensation for Broker's services.

61. Disbursements: Broker shall disburse to Owner by the \_\_\_\_\_ day of the month or the first business day thereafter, rent and
62. other funds due and collected, after deducting all fees, bills or other amounts due, Broker compensation, commissions, and other
63. operating expenses and funds required to maintain the reserve account. Broker shall not disburse tenant's refundable security
64. deposits, prepaid rent or other prepaid funds to Owner until earned, unless instructed otherwise by Owner.

65. Accounting Report: Broker shall issue Owner a report with an accounting of all funds collected and/or disbursed on the Owner's
66. behalf, including the balance of the tenant security deposits
67. \_\_\_\_\_ monthly \_\_\_\_\_ quarterly \_\_\_\_\_ annually \_\_\_\_\_ other \_\_\_\_\_ or as otherwise required by law.

68. Tax Reporting: Broker shall report Owner income as required by law and issue Owner an IRS 1099 Miscellaneous Income form
69. for all funds received for tax purposes. Owner agrees to complete a W-9 or other applicable income reporting form with an accurate
70. Social Security Number or Tax Identification Number and address, in addition to any other requested information or required tax
71. reporting form, and to notify Broker if changes require the information to be updated.

72. Personal Information: Broker shall comply with all applicable laws concerning the retention and disclosure of personal and financial
73. information obtained from both Owner and tenant.

4. OWNER REPRESENTATIONS AND RESPONSIBILITIES

74. Owner Representation: Owner represents that (i) Owner has the legal authority to lease the Property, (ii) no other real estate
75. broker represents Owner in connection with the Property; (iii) there is no pending or anticipated sale, exchange, transfer, foreclosure,
76. bankruptcy or other proceeding that could affect the ability to lease the Property. Owner shall immediately notify Broker of any
77. changes in these representations.

78. Disclosure: Owner shall disclose in writing all material (important) facts regarding the Property to Broker, including all physical,
79. environmental, and other conditions that affect the Property and any violations of applicable building, zoning, fire, health, and safety
80. codes. Owner shall immediately notify Broker of any changes in the disclosures made herein or otherwise. Owner acknowledges that
81. the failure to make legally required disclosures may result in civil liability.

(OWNER'S INITIALS REQUIRED) \_\_\_\_\_ OWNER \_\_\_\_\_ OWNER

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Initials >

Table with 2 columns: OWNER, OWNER

**Property Management Agreement >>**

- 83. **Lead-Based Paint:** Owner shall comply with all lead-based paint laws. If the Property was built prior to 1978, Owner shall notify Broker of any
- 84. known lead-based paint ("LBP") or LBP hazards in the Property and provide Broker with any LBP risk assessments or inspections of the Property.
- 85. Further, Owner shall use EPA Lead-Safe certified contractors to perform renovation, repair or painting projects that disturb lead-based paint.
- 86. **Swimming Pool Barrier Regulations:** Owner, at Owner's expense, shall comply with all applicable state, county, and municipal
- 87. swimming pool barrier laws or regulations prior to the Property being occupied.
- 88. **Documentation:** Owner shall provide to Broker copies of all relevant documents pertaining to the Property, including but not limited
- 89. to, covenants, conditions, and restrictions (CC&Rs), homeowners association governing documents, service contracts, leases/rental
- 90. agreements, notices of pending special assessments, association fees, claims or litigation, personal property lists and any other
- 91. agreements, documents, studies, or reports relating to the Property.
- 92. **Responsibility to Tenant:** Owner shall fulfill all Owners' obligations to tenant pursuant to the lease/rental agreement and as
- 93. required by law.
- 94. **Authorized Access:** Owner shall not visit Property or contact tenant without five (5) business days or  \_\_\_\_\_ business days prior
- 95. notice to Broker to allow Broker sufficient time to provide tenant with any legally required notice. Owner shall not enter the property
- 96. unless accompanied by the Broker.
- 97. **Inquiries/Negotiations:** Owner shall refer all inquiries regarding the Property, including inquires regarding lease or lease renewals,
- 98. to Broker and all negotiations regarding the Property shall be conducted solely by or under the direction of Broker.
- 99. **Sale or Transfer of Property:** In the event Owner decides to sell, exchange or transfer the Property, Owner shall notify Broker immediately.
- 100. **Foreclosure:** Owner shall pay all loan obligations, property taxes, association fees and any other obligations which could lead to
- 101. a foreclosure action. Owner shall notify Broker and tenant within ten (10) days after receipt of notice of any trustee's sale or judicial
- 102. foreclosure related to the Property, or as otherwise prescribed by law.
- 103. **Broker's Employees:** Owner shall not hire or contract with any employee of Broker to do any work or perform any service related to
- 104. the Property without Broker's written consent.
- 105. **Registration, Licensure and Tax:** Owner, at Owner's expense, shall register the Property with the County Assessor and, if residing
- 106. out-of-state, designate a statutory agent who lives in Arizona to accept legal service on behalf of Owner. Owner agrees to purchase
- 107. any business license or other license required by the applicable governmental authority and pay any fees or taxes when due.
- 108. **Operating Reserve Account:** Owner shall maintain a reserve account operating balance of \$ \_\_\_\_\_ in the PMTA to meet
- 109. obligations in the event of a shortage of current rental income or emergencies. Broker, in Broker's sole discretion, may, but shall
- 110. not be obligated to, advance Broker funds on behalf of Owner to keep Owner's account open or to avoid charges for an insufficient
- 111. minimum balance. Owner shall reimburse Broker for all advanced funds, interest or fees upon demand and remit any funds to Broker
- 112. necessary to maintain reserve account at the agreed upon amount.
- 113. **Insurance:** Owner, at Owner's sole expense, shall maintain adequate Property insurance, public liability insurance and any other
- 114. necessary insurance on the Property, in an adequate amount to protect the interests of Owner and Broker. Owner shall name Broker
- 115. as co-insured on all insurance policies covering the Property and provide Broker with Certificates of Insurance or copies of the
- 116. policies. Such insurance shall remain in full force and effect during the term of this Agreement and any renewals thereof.
- 117. **Legal and Tax Advice:** Owner recognizes, acknowledges, and agrees that Broker is not qualified or licensed to provide legal or
- 118. tax advice. Only an attorney is qualified to represent the Owner in court. Owner shall consult with an attorney, professional tax
- 119. consultant, or other qualified licensed professional to advise Owner with respect to legal or tax issues.
- 120. **Release of Claims:** Owner hereby expressly releases, holds harmless and indemnifies Broker from any and all claims liability,
- 121. damages or legal actions arising from the management of the Property, including liability from any injury suffered by an employee or
- 122. other person on the Property, liability in connection with any trustee's sale or judicial foreclosure of the Property or in connection with
- 123. prior management of the property and/or any deposits not released to the Broker. Owner agrees to promptly and diligently defend,
- 124. at Owner's sole expense, any claim, legal action or other proceeding brought against the Broker arising from the management
- 125. of the Property, except in the case of Broker's willful misconduct and/or gross negligence. Owner agrees to reimburse Broker for
- 126. any monies which the Broker expends in connection with, or in defense of, any claim, civil or criminal action proceeding, charge or
- 127. prosecution made, instituted, or maintained against Broker, or Owner and Broker jointly or severally.
- 128.

**(OWNER'S INITIALS REQUIRED)**

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OWNER

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OWNER

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Initials>

OWNER	OWNER

Property Management Agreement >>

5. COMPENSATION

129. BROKER COMPENSATION IS NOT SET BY LAW, NOR BY ANY BOARD, ASSOCIATION OF REALTORS®, MULTIPLE LISTING
130. SERVICE OR IN ANY MANNER OTHER THAN AS FULLY NEGOTIATED BETWEEN BROKER AND OWNER IN THIS AGREEMENT.

131. (OWNER'S INITIALS REQUIRED) \_\_\_\_\_
OWNER OWNER

132. Owner agrees to compensate Broker for services rendered as set forth below.

133. Management Fees: Management fee(s) will be charged each month during the term of this Agreement regardless of whether or not
134. the Property is occupied by a tenant, as follows:

135. [ ] Owner agrees to pay Broker a management fee of \_\_\_\_\_ when the
136. Property is leased to a tenant.

137. [ ] Owner agrees to pay Broker a management fee of \_\_\_\_\_ when the
138. Property is vacant.

139. [ ] Owner agrees to pay Broker \_\_\_\_\_

140. \_\_\_\_\_

141. \_\_\_\_\_

142. \_\_\_\_\_

143. \_\_\_\_\_

144. Management fees shall not be charged on sales tax.

145. Leasing Commission: Owner agrees to pay Broker a commission of \_\_\_\_\_ if Broker produces a
146. ready, willing and able tenant, or if a rental of the Property is made by Owner or through any other broker, or otherwise, during the
147. term of this Agreement for services rendered. Owner agrees to pay a commission of \_\_\_\_\_ for
148. any holdovers or rental renewal, regardless of whether or not this Agreement has expired.

149. Sales Commission: Owner agrees to pay Broker a commission of \_\_\_\_\_ if during the term of
150. any lease of the Property, including any renewals or holdovers, or within \_\_\_\_\_ days after lease termination, any tenant or
151. tenant's heirs, executors or assigns enter into an agreement with Owner to purchase the Property.

152. Miscellaneous Owner Fees: Owner agrees to pay Broker the following fees for additional services:

153. [ ] Initial clean up /Property preparation fee: \$ \_\_\_\_\_

154. [ ] Set up fee: \$ \_\_\_\_\_

155. [ ] Marketing and Advertising fee: \$ \_\_\_\_\_

156. [ ] Insurance coordination fee: \$ \_\_\_\_\_

157. [ ] Document duplication fee: \$ \_\_\_\_\_

158. [ ] Re-key fee: \$ \_\_\_\_\_

159. [ ] Statutory agent fee: \$ \_\_\_\_\_

160. [ ] Other: \_\_\_\_\_

161. \_\_\_\_\_

162. \_\_\_\_\_

163. Other professional service fees shall be established by separate written agreement.

164. Broker [ ] does [ ] does not charge for in-house services. (Explain) \_\_\_\_\_

165. \_\_\_\_\_

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Initials>

Table with 2 columns: OWNER, OWNER

**Property Management Agreement >>**

- 166. **Miscellaneous Tenant/Third Party Fees:** Owner agrees that Broker may charge the tenant the following fees, which Broker shall
- 167. retain as additional compensation for services:
- 168.  Application fee: \$ \_\_\_\_\_
- 169.  Not Sufficient Funds (returned check) fee: \$ \_\_\_\_\_
- 170.  Service of notice fee: \$ \_\_\_\_\_
- 171.  Late fee: \$ \_\_\_\_\_
- 172.  Other: \_\_\_\_\_

**6. REMEDIES**

- 173. **Alternative Dispute Resolution:** Owner and Broker agree to mediate any dispute or claim arising out of or relating to this
- 174. Agreement. All mediation costs shall be paid equally by the parties. In the event that mediation does not resolve all disputes or
- 175. claims, the unresolved disputes or claims shall be submitted for binding arbitration. In such event, the parties shall agree upon an
- 176. arbitrator and cooperate in the scheduling of an arbitration hearing. If the parties are unable to agree on an arbitrator, the dispute
- 177. shall be submitted to the American Arbitration Association ("AAA") in accordance with the AAA Arbitration Rules for the Real Estate
- 178. Industry. The decision of the arbitrator shall be final and nonappealable. Judgment on the award rendered by the arbitrator may be
- 179. entered in any court of competent jurisdiction. Notwithstanding the foregoing, either party may opt out of binding arbitration within
- 180. thirty (30) days after the conclusion of the mediation conference by notice to the other and in such event either party shall have the
- 181. right to resort to court action.
- 182. **Attorney Fees and Costs:** The prevailing party in any dispute or claim arising out of or relating to this Agreement shall be awarded
- 183. their reasonable attorney fees and costs. Costs shall include, without limitation: attorney fees, expert witness fees, fees paid to
- 184. investigators, and arbitration costs.

**7. ADDITIONAL TERMS AND CONDITIONS**

- 185. \_\_\_\_\_
- 186. \_\_\_\_\_
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- 201. \_\_\_\_\_
- 202. \_\_\_\_\_
- 203. \_\_\_\_\_

- 204. **Equal Housing Opportunity:** Broker and Owner shall comply with all federal, state and local fair housing laws and regulations.

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Initials>

OWNER	OWNER

**Property Management Agreement >>**

- 205. **Assignment:** Neither Broker nor Owner may assign any rights or obligations pursuant to this Agreement without the prior
- 206. consent of the other, and any attempted assignment without consent shall be void and of no effect.
- 207. **Other Owners:** Owner acknowledges and agrees that Broker may now or in the future represent other owners and tenants of
- 208. other similar properties.
- 209. **Arizona Law:** This Agreement shall be governed by Arizona law and jurisdiction is exclusively conferred on the State of Arizona.
- 210. **Notices/Statements/Reports:** Unless otherwise provided, delivery of all notices, statements, reports, and disbursements (“Notice”)
- 211. required or permitted hereunder shall be in writing addressed to Owner or Broker as indicated in Sections 8 and 9 and deemed
- 212. delivered and received when: (i) hand-delivered; (ii) sent via facsimile transmission; (iii) sent via electronic mail, if email addresses
- 213. are provided herein; (iv) sent by recognized overnight courier service, or (v) sent by U.S. mail, in which case the Notice shall be
- 214. deemed received when actually received or five (5) days after the notice is mailed, whichever occurs first.
- 215. **Days:** All references to days shall be deemed to be calendar days unless otherwise provided.
- 216. **Entire Agreement:** This Agreement and any addenda and attachments shall constitute the entire Property Management Agreement
- 217. between Owner and Broker, shall supersede any other written or oral agreements, and can be modified only by a writing signed by
- 218. Owner and Broker. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provisions of
- 219. this Agreement. The failure to initial any page of this Agreement shall not affect its validity or terms.
- 220. The undersigned agree to the terms and conditions set forth herein.

**8. OWNER**

221. \_\_\_\_\_ ^ OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR \_\_\_\_\_ ^ OWNER'S/AUTHORIZED REPRESENTATIVE'S SIGNATURE MO/DA/YR

222. \_\_\_\_\_ OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME \_\_\_\_\_ OWNER'S/AUTHORIZED REPRESENTATIVE'S PRINTED NAME

223. \_\_\_\_\_ ADDRESS \_\_\_\_\_ ADDRESS

224. \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE

225. \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX

226. \_\_\_\_\_ EMAIL \_\_\_\_\_ EMAIL

227. \_\_\_\_\_ EMERGENCY CONTACT AUTHORIZED TO ACT ON OWNER'S BEHALF \_\_\_\_\_ TELEPHONE \_\_\_\_\_ EMAIL

**9. BROKER**

228. \_\_\_\_\_ ^ BROKER SIGNATURE \_\_\_\_\_ MO/DA/YR \_\_\_\_\_ ^ SALESPERSON'S SIGNATURE \_\_\_\_\_ MO/DA/YR

229. \_\_\_\_\_ PRINT SALESPERSON'S NAME \_\_\_\_\_ AGENT CODE \_\_\_\_\_ MO/DA/YR

230. \_\_\_\_\_ BROKER FIRM NAME \_\_\_\_\_ FIRM CODE \_\_\_\_\_

231. \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE

232. \_\_\_\_\_ TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

233. \_\_\_\_\_ EMAIL \_\_\_\_\_

**For Broker Use Only:**  
 Brokerage File/Log No. \_\_\_\_\_ Manager's Initials \_\_\_\_\_ Broker's Initials \_\_\_\_\_ Date \_\_\_\_\_ MO/DA/YR

Initials >

OWNER	OWNER