

TEMPORARY MANAGEMENT AGREEMENT

OWNER/LANDLORD AUTHORIZATIONS. Owner/Landlord authorizes the Company, their respective agents and employees to make contacts as Follows:

Name: **Home Address:**

City: **ST:** **Zip:** **Phone:**

Email:

THIS AGREEMENT is entered into effective the _____ by and between Atlanta Peach Management Inc. (the “**Management Company**”) and _____ (the “**Owner/Landlord**”). The Property that will be under Temporary Management by Atlanta Peach Management is located at: _____ City: _____ State: GA Zip Code: _____ Lot Number: _____ Subdivision: _____ County: _____ here known as “**The Property**”.

1. TERM OF AGREEMENT. The Landlord hereby grants to the Management Company, for the period of 2 (TWO) months starting on the date listed above, and ending at 11:59 P.M. on the _____ (the “Temporary Agreement Period”). Atlanta Peach Management and Owner/Landlord have the right to terminate this contract at any time by submitting a 30 day notice and written explanation to the Management Company and or Owner/Landlord.

2. SPECIFIC TASK. Owner/Landlord both agree that Atlanta Peach Management has been contracted to perform a specific task, that does not include day-to-day management of the above listed property. Owner/Landlord agree that there is no guarantee of a money judgment awarded by the courts. All parties acknowledge that although the Owner/Landlord may be awarded a money judgment by the courts, that there is no guarantee that the tenant will pay monies owed to the landlord. Owner/Landlord agrees that once a court document has been filed all fees paid to Atlanta Peach Management are non-refundable. This contract is for the sole purpose of carrying out the duties stated herein, that Atlanta Peach Management was contracted to perform. Such duties included:

- Tenant Garnishment
- Tenant Writ Coordination
- Judgment Pursuit
- Dispossessory Service/Eviction
- Coordination of Writ w/The Sheriff’s Department
- Background /Tenant Processing

3. MANAGEMENT. This Agreement **does not** represent a property management contract, in which Atlanta Peach Management, Inc., manages the property on behalf of the Owner/Landlord. Owner/Landlord certifies that the Management Company shall not be held liable for the collection of rent, late payments made by the tenant or for tenant’s non-payment of rent or for any damages or vandalism that the tenant was made to the above addressed property.

4. PROFESSIONAL ADVICE. The Management Company and it’s agents are licensed real estate agents and property managers. Neither the Company, agents, nor their employees are educated to provide the Owner/Landlord or any prospective tenants with legal or tax advice, or with technical advice regarding the physical condition of the Property. If the Owner/Landlord desires advice regarding: (i) past or present compliance with zoning and building code requirements; (ii) legal or tax matters; (iii) this agreement; (iv) lease or rent of the Property; the agents, employees, brokers and the Company recommend that the Owner/Landlord obtain legal advise from an licensed attorney. If the Owner/Landlord fails to do so, the Owner/Landlord is acting contrary to the advice of the Company.

5. DISCLOSURES

- A.** Atlanta Peach Management agrees to keep confidential all information which Owner asks to be kept.
- B.** Management Company may not knowingly give customers false information.
- C.** In the event of a conflict between Management Company duty not to give customers false information and the duty to keep confidential of owner, the duty not to give customer false information shall prevail.
- D.** Unless specified below, Atlanta Peach Management has no other know agency relationships with other parties that would conflict with any interests of Owner (except that Management Company may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).

6. AUTHORIZATION. If Owner/Landlord is a corporation, limited liability company, partnership, trust or estate, the individual executing this Agreement on behalf of Landlord have full power and authority to enter into, to be bound by, and to perform its obligations hereunder.

Initials Date

7. INDEMNITY. The Owner/Landlord shall indemnify and hold the Company completely harmless with respect to liability and damages, costs and expenses in connection with any damage whatsoever to persons or property arising out of the use by tenant, management, operation, occupation, ownership, maintenance, or control of the property or out of any matter or thing with respect to which it is elsewhere in this contract provided or agreed that the Company shall not be under responsibility. However, the client will not indemnify the agency against the willful misconduct of the Company.

8. SPECIAL POWER OF ATTORNEY. _____(landlord), does hereby expressly grant to Atlanta Peach Management, L.L.P. a limited power of attorney to sign Landlord’s name to Official Court Documents, drafts and notes.

9. OWNER/LANDLORD WARRANTIES/DISCLOSURES. The Owner/Landlord warrants to the Company that the individuals or entity listed above as the “Owner/ Landlord” represents all of the record owners of the Property. The Owner/Landlord warrants that it has an established right to lease or rent the Property. The Owner/Landlord agrees to indemnify and hold harmless the Company, agents & employees against any claims that may arise from: (i) the Owner/Landlord providing incorrect or inaccurate information regarding the Property; (ii) the Owner/Landlord failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation, and (iii) any injuries resulting from any unsafe conditions within the Property.

16. AGENCY RELATIONSHIPS. By signing this Tenant Placement Agreement, the Owner/Landlord accepts the Agency capacity from the Management Company and the Company as agents for the Owner/Landlord for procuring a tenant only. They have fiduciary duties to the Owner/Landlord that include loyalty, full disclosure, confidentiality, and reasonable care, or rejects any “Agency” offering from the Broker and the Company. The Owner/Landlord further understands the Agents and Broker of the Company will not act as a Limited Agent.

17. DISPUTE RESOLUTIONS. The parties agree that any dispute related to this Agreement shall first be submitted to mediation through a mediator. Each party agrees to bear its own costs of a mediator.

18. LOSS/INSURED. Owner/Landlord acknowledges that the Company is not an insurer against the loss of damage to personal or real property. Owner/Landlord agrees to hold the Company harmless from any loss or damage that might result from any authorizations given. Landlord is hereby advised to have full insurance coverage as deemed necessary to protect his interest and the property.

19. EQUAL HOUSING OPPORTUNITY. The Owner/Landlord and the Company shall comply with Federal, State and local fair housing laws.

20. FAXES. Facsimile transmission of a signed copy of this Agreement, and any further attachments or agreements, and retransmission of a signed fax, shall be the same as delivery of an original. If this transaction involves multiple Owner/Landlords this Agreement may be executed in counterparts.

21. ENTIRE AGREEMENT. This Agreement, including any attachments and/or disclosure forms, contains the entire agreement between the parties relating to the subject matter of the Agreement. This Agreement may not be modified or amended except in writing signed by the parties hereto.

THE UNDERSIGNED Owner/Landlord does hereby agree to the terms of the Agreement.

(Owner(s)/Landlord’s Signature) _____
(Date)

By: _____
(Authorized Agent of Atlanta Peach Management) _____
(Date)

This Contract May be Mailed To:
Atlanta Peach Management
P.O. Box 1864
Conyers, Georgia 30012
Office: 678-625-9323
Fax: 678-954-8035
info@atlantapeachhomes.com
www.atlantapeachhomes.com

Initials _____ Date _____