

# VIRTUAL PROPERTY MANAGEMENT SOLUTIONS CONSULTANTS

New York, NY  
Atlanta, GA  
Orlando, FL  
Charlotte, NC



## SOW 001 for Agreement to Perform Consulting Services for “Said” Owners Home as a Rental Property.

<b>Date</b> _____	<b>Services Performed By:</b>  <b>VIRTUAL PROPERTY MANAGEMENT SOLUTIONS CONSULTANTS</b>  New York, NY Atlanta, GA Orlando, FL Charlotte, NC	<b>Services Performed For:</b>  <b>Client’s Name:</b> _____  <b>Property Address:</b> _____ _____ _____
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This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between \_\_\_\_\_ (“Owner / Client”) and **VIRTUAL PROPERTY MANAGEMENT SOLUTIONS CONSULTANTS** (“Consultant”), effective \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall expire on the day of occupancy of said property. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 001 (hereinafter called the “SOW”), effective as of \_\_\_\_\_, is entered into by and between Consultant and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

## Scope of Work

Owner hereby employs contractor to consult exclusively on renting, operating and managing said property subject to the terms and conditions of this agreement. Consultant shall provide the Services as follows: Tenant placement background verification, lease creation, advertising and listing of property. Contractor search and negotiations. 24/7 Customer support for tenants. Vendor negotiations. Rent collection. Assessing and collecting late fees.



# Consultant Responsibilities

As a consultant for Owner, Consultant owes Owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting. Contractor 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 the consultant in connection with the management of said property are as follows:

1. Consultant is obligated from date of employment by Owner to preform background screening and search for prospective tenants who wish to occupy Owner's property. Owner has final say on tenant consultant will only advise.
2. Consultant shall advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon; to show property to prospective tenants; to execute leases, renewals or cancellations of leases relating to said property; to terminate tenancies and to sign and serve for Owner such notices as Consultant deems appropriate; to institute legal actions in the name of Owner; to evict tenants and recover possession of said premises; to recover rents and other sums due, and to settle, compromise and release such actions
3. Consultant (**at request of Owner**) 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 is covered at Owner's expense. 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. In which Owner will reimburse Consultant for any cost occurred.
4. Consultant shall have the authority to negotiate, prepare and execute all leases and to cancel and modify existing leases as consultant for Owner. Consultant 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.
5. Consultant shall have no authority to hire, supervise and terminate on behalf of Owner all independent contractors and property employees, if any, reasonably required in the operation of said property. All such property employees are employees of Owner.
6. Consultant shall maintain accurate records of all moneys received and disbursed in connection with its management of said property, and such records shall be open for inspection by Owner at all reasonable times. Consultant shall provide monthly financial statements to Owner.

# Client Responsibilities

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Owner agrees to hold Consultant harmless from all damage suits in connection with the management of said property and from liability from injury suffered by any employee or other person whomsoever and to carry, at Owner's expense, adequate public liability insurance. Consultant also shall not be liable for any error of judgement or for any mistake of fact or law, or for anything which Consultant may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

Owner understands that Consultants services are only valid up to the point of occupancy of "said" property unless Owner otherwise opted in for monthly services. There is no time limit placed on the services of the consultant. Once consultant has begun services example: Listing property, tenant inquires, screening, etc. No refunds can be issued of Consultation fee.

Owner will allow consultant to preform said duties as hired without interference unless emergency or otherwise objected to actions of consultant.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Consultant shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 30-days from date of invoice will be subject to a 5% penalty per calendar month.

## Completion Criteria

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Consultant shall have fulfilled its obligations when any one of the following first occurs:

- Consultant accomplishes the activities described within this SOW, when tenant occupancy is fulfilled unless otherwise renewal of services by owner.
- Consultant and/or Client has the right to cancel services with **[15]** business days advance written notice to the other party.

## Consultation Fee's, Terms & Conditions

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- ✚ Owner agrees to pay Consultant **One time consultation fee** equal to **half** the total price of Clients / Owners monthly rental cost charged to tenant.
- ✚ Owner agrees to pay Consultant total fee at time of agreement
- ✚ If Owner chooses to retain the services of Consultant at completion of agreement and/or tenants lease, Consultation fee will be reassessed to Owner at half of the total price of Clients / Owners monthly rental cost charged to tenant.
- ✚ Once agreement has been signed one time consultant fee is **non-refundable**.
- ✚ All **vendor cost** for service and /or repairs to the property is the sole responsibility of the Owner. Consultant can only advise and suggest best options available to Owner in which Owner holds the final say on all repair decisions.
- ✚ All fees for tenant application, property listings, viewing and showing of property is the sole responsibility of the Consultant from time of agreement.

## Virtual Monthly Services Fee's, Terms & Conditions

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- ✚ If Owner wishes to retain consultant services monthly, Than Owner agrees to pay Consultant a monthly charge of **5%** of total rental payment from tenant.
- ✚ It is understood that if in the event tenant does not pay monthly rent Owner has no obligation to pay **5%** fee to Consultant.
- ✚ Upon tenant occupancy Consultant will paid **5%** of tenant's rental payment and therefore every month after until completion or cancelation of agreement.
- ✚ Owner understands that if they opt in for monthly service it goes the full term of the lease agreement with occupied tenant, If Owner wishes to cancel the agreement it must be within the first **[15]** days of calendar month in which agreement is active. If after Owner must pay 10% fee on date of cancelation.
- ✚ 10% monthly management fee will remain the same throughout full length of agreement with Owner / Client.

I \_\_\_\_\_ ("Owner / Client"), effective \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall expire at completion of said tenants rental agreement, Agree to opt in for monthly services from **VPMS CONSULTANTS** ("Consultant").

I \_\_\_\_\_ ("Owner / Client"), Decline monthly services from **VPMS CONSULTANTS** ("Consultant").

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

This agreement may be later amended or modified at any time by a written mutual agreement signed by Owner and Consultant. Consultant will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements. Consultant accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon Consultant under the terms hereof.

Receipt of a copy of the contract by the owner has been acknowledged.

<b>Owners Name Print</b>	<b>VIRTUAL PROPERTY MANAGEMENT SOLUTIONS CONSULTANTS</b>
	<b>Cory Gilmore Founder /CEO</b>
<b>Address / City / State / Zip</b>	<b>Address /City / State/ Zip</b>
	<b>Brooklyn, NY, 11213</b>
<b>Owners Signature</b>	<b>Consultant's Signature</b>
	<b>C.GILMORE</b>

State of Georgia

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_ (Date)

by \_\_\_\_\_, (Printed name(s) of individual(s) making statement)

who proved to me on the basis of satisfactory evidence to be the person(s)

who appeared before me.

Stamp/Seal

\_\_\_\_Produced Identification

Type of ID \_\_\_\_\_

\_\_\_\_\_(Signature of notary public)

\_\_\_\_\_(Name of notary, typed, stamped or printed) **Notary Public State of Georgia**

My commission expires: \_\_\_\_\_