

PROPERTY MANAGEMENT AGREEMENT  
(AUTHORIZED REPRESENTATIVE FOR EVICTIONS)

1. PARTIES

The parties to this agreement are client (Owner) (property owner of said premises per clients intake form), any authorized party client appoints, and Frontier housing management DBA Frontier Evictions (hereafter called "FE").

Owner appoints FE pursuant Texas Property Code §24.011 and Texas Rules of Civil Procedure, Rule 747a as Owner's representative for evictions and managing agent of the real property

described in paragraph 2 and any addendum to this agreement.

2. PROPERTY REQUIREMENTS

The term Property means the property as represented by the owner in clients intake form together with all

improvements and any other property described in any attached multiple Property Addendum.

3. TERM

A. Primary Term: The primary term of this agreement commences when client engages FE, and FE duties as agent are relinquished after any of the following; the first eviction hearing occurs, whenever tenant cures default by paying agreed fees due owner, voluntary surrender, written termination of agreement by either party, or any other act to settle and negotiate the claim.

B. Termination for Non Payment of Fees Upon: If Owner does not pay fees due to F.E. upon receipt then this agreement automatically terminates and F.E. will not be liable for any impending case status or obligated to render any other services.

C. Effective Services: If FE determines that it cannot continue to effectively provide eviction services to owner for any reason whatsoever, FE may terminate this agreement by providing written notice at any time to owner and this survives paragraph(s) 3.

F.E. may elect to notify other parties that it no longer acts as agent either orally or by written or publicized notice. This agreement automatically terminates in the event an appeal is filed without further notice unless the parties have entered into a separate written arrangement.

4. DUTIES AND AUTHORITY OF FE

With regard to the Property, the parties agree that FE:

A. may, using reasonable care, and at Owner's expense, terminate tenancies and execute and serve notices of termination, as FE determines reasonable or necessary.

B. may, using reasonable care, and at Owner's expense, institute and prosecute actions to evict tenants and to recover possession of the Property or to recover lost rent and other damages.

C. may, when expedient, and in FE's sole judgment, determines it to be in the best interest of Owner: (i) settle, compromise, and release any action to recover possession, lost rent, or other damages;

or (ii) reinstate any tenancy or make any concessions to tenants or former tenants to avoid disputes. F.E.'s actions may include settling, negotiating, and compromising with tenants or defendants in lieu of any legal action being filed.

D. may, on Owner's behalf, deduct from any funds FE holds in trust for Owner;

(1) any compensation due FE under this agreement;

(2) any funds FE is authorized to expend under this agreement; and

(3) any reimbursement FE is entitled to receive under this agreement;

E. may, at FE'S discretion, perform other services reasonably related to the evictions of tenants of the

Property.

#### 6. LEGAL COMPLIANCE

The client will comply with all legal obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, or any other statute, administrative rule, local ordinance, or restrictive covenant related to the leasing, use, management, or care of the Property. If a party fails to comply with such obligations, duties, and responsibilities within a reasonable time after notice of non-compliance from the

agreement between FE and

other party, such party will be in default. FE is not responsible for the compliance of any building or

equipment on the Property with any statute, ordinance, law, regulation of any governmental body or of any

public authority or official, or deed restriction.

Client agrees that FE's services are not a substitution for legal advise, and will consult an attorney for any legal questions.

In the event a case is appealed or owner commits any unlawful act or breach of contract then client acknowledges that FE reserves the right withdraw it's service without notice.

Client agrees to forever hold harmless FE and it's affiliates, successors, agents and assigns from any claims and agrees, at owners sole expense, to defend FE from any claims or disputes that may arise from another party that may arise in connection with any services rendered to client.

#### 7. ADVANCES

Owner will advance to FE all funds necessary for the eviction of tenants of the Property. FE is not

obligated to advance any money to Owner or any other person. If, however, FE advances any funds to

Owner or on behalf of Owner, Owner will promptly reimburse FE such amounts plus interest at the rate

of 10% per annum. FE may deduct any advances or reimbursements from any money FE holds in

trust for Owner. This paragraph survives termination of this agreement.

#### 8. PROPERTY CONDITION

A. Owner is not aware of any material defect on the Property that would affect the health or safety of an

ordinary tenant, any environmental hazard on or affecting the Property, or any violation of any statute,

ordinance, law, regulation of any governmental body or deed restriction.

B. Owner will protect, defend, indemnify, and hold harmless FE from any damages, costs, attorney fees,

and expenses arising from: (i) Owner's failure to disclose, repair, or remedy any material defect or any condition affecting the health or safety of an ordinary tenants or (ii) Owner providing any incorrect information to FE, FE's associates, or real estate brokers or their associates, or any prospective tenants.

#### 9. OWNER'S REPRESENTATIONS AND ADDITIONAL PROMISES

A. Owner represents that:

(1) Owner has fee simple title and peaceable possession of the Property and all its improvements and

fixtures, unless rented, and has the legal capacity to rent or sell the Property;

(2) no delinquencies or defaults exist under any deed of trust, mortgage, or other encumbrances

affecting the Property;

(3) the property is not under the direction of any court; and

(4) all written information relating to the Property provided to FE by Owner is true and correct.

B. If Owner becomes delinquent under any lien, mortgage, deed of trust, or other encumbrances affecting

the Property, FE may inform any tenant occupying the Property of this delinquency.

C. Owner must at all times this agreement is in effect:

(1) not enter into another eviction agreement with another firm for the eviction of the tenants from the

Property to become effective during the term of this agreement; and

(2) provide FE with copies of all leases or rental agreements and previous notices to quit or pay to quit if any, pertaining to the Property.

D. Owner shall, with their prior written consent which consent shall not be unreasonably withheld, consent

to FE identifying Owner in FE's marketing and advertising materials, including using testimonials

from Owner..

E. Owner consents to FE's referral of Owner to FE's affiliate service providers whether owned or not

by FE. FE may have a fiduciary interest in its preferred network of vendors.

#### 10. INSURANCE

At all times this agreement is in effect, Owner, at Owner's expense, must maintain in full force and

effect:

(1) fire and extended coverage for all casualties and hazards customarily covered by casualty

insurance in the State of Texas for the full insurable value of the Property, containing endorsements that contemplate the leasing of the Property by Owner and vacancies

between lease

terms; and

(2) public liability insurance naming FE as an additional insured.

## 11. FE'S COMPENSATION

Owner agrees to pay FE the per the advertised rate on the it's website ([www.frontierevictions.com](http://www.frontierevictions.com)) for the services to be provided under this Agreement. All fees payable to FE as provided in this paragraph are due when earned and payable and upon invoice. This paragraph survives termination or expiration of this agreement with

regard to fees earned during the term of this agreement which are not payable until after its termination.

FE may deduct any fees under this paragraph from any funds it holds in trust for Owner. If more that

one Property is made part of and subject to this agreement, each of the provisions below will be read to

apply to each Property separately.

Client understands and agrees that there are no guarantee from using our services, and that FE does not offer refunds.

## 12. REIMBURSEMENT OF FE'S EXPENSES

A. In addition to any fees or compensation due FE under this agreement, Owner will reimburse FE

the following expenses that are related to the management of the Property:

- (1) charges for long distance telephone calls or facsimile transmissions;
- (2) regular, express, or certified mail charges;
- (3) notary fees; and
- (4) any other expenditure authorized by this agreement or Owner.
- (5) Court filing fees and any other related expenses. In the event a case has to re-filed or re-set then owner agrees to reimburse FE for these expenses.

B. Reimbursements for expenses are payable upon Owner's receipt of FE's invoice or statement. FE

may deduct any reimbursement for expenses from any funds FE holds in trust for Owner.

This provision

survives termination of this agreement.

## 13. LIMITATION OF LIABILITY

A. FE is not responsible in any manner for:

- (1) personal injury to Owner or any tenant resulting from acts of third parties;
- (2) loss or damage of personal or real property due to vandalism, theft, or freezing water pipes;
- (3) late fees Owner incurs to any creditor caused by any late payments by any tenant;
- (4) any lease violations or default by any tenant; or
- (5) any other damage or loss.

B. Owner will protect, defend, indemnify, and hold harmless FE from any damages, costs, attorney's

fees, or expenses arising from acts of third parties or loss or damage of personal or real property due to vandalism, theft, freezing water pipes or any other damage not caused by FE's negligence.

C. If any loss, damage, or injury to the property or any person is cause by FE or FE's negligence and

such loss or damage is covered and compensable under any insurance policy related to the Property, Owner agrees, to the extent permitted by law, to hold FE liable only for Owner's deductible in such policy and any other out-of-pocket expenses.

#### 14. DEFAULT

If either party breaches or fails to comply with this agreement or makes a false representation in this agreement, the party will be in default. If either party is in default, the non-defaulting party may seek any relief provided by law.

#### 15. ATTORNEY'S FEES

If Owner or FE is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non prevailing party all costs of such proceeding and reasonable attorney's fees.

#### 17. NOTICES

All notices must be in writing and will be effective when hand-delivered, mailed, electronically mailed, or sent by facsimile or electronic transmission per clients contact info on intake form.

#### 17. AGREEMENT OF PARTIES

A. Entire Agreement: This agreement contains the entire agreement between the parties and may not be changed except by written agreement.

B. Joint and Several: All Owners signing this agreement are jointly and severally liable for all provisions of this agreement. Any act, notice, payment to, signature of, or instruction form, any one or more of the owners regarding this agreement, its renewal, extension, or termination, is binding on all Owners executing this agreement.

C. Assignability: This agreement may not be assigned by either party without the written approval of the other party.

D. Binding Effect: This agreement is binding upon the parties, their heirs, administrators, executors, successors, and permitted assigns.

E. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.

F. Severable Clauses: Should any clause in this agreement be found invalid or unenforceable by a court of law, the remainder of this agreement will not be affected and all other provisions will remain valid and

enforceable to the fullest extent permitted by law.

G. Owner agrees that no refunds will be offered and the event FE determines a credit is due it will be issued in the form for rendering future services. FE may use any testimonial by owner and owners name for marketing purposes and may publish on it's website.

