



Renting or leasing your property can provide substantial income producing benefits to you, but only if your property is properly managed. Cavalier's highly trained personnel give you the freedom to enjoy larger profits from your investment while you hand the burden of management to resourceful professionals. When your leasing, maintenance and loss prevention are professionally managed, your property retains its value and returns its maximum profit with very little effort from you. Our goal is to provide you, the property owner, the security and the comfort of worry-free rental property ownership at an affordable price. Cavalier Management will handle all your rental needs including the following:

Tenant Screening:

Cavalier knows that tenant selection is a key ingredient in successful residential property management. We are confident that our method will find the tenants we want. We lease only to qualified applicants. We require a detailed written application and two forms of identification from each adult. We verify employment and residential history. We check criminal and civil history. A more detailed credit and background check is available for an additional fee. No applicant will be approved until all questions are answered to our satisfaction. We apply consistent criteria to approve or disapprove every applicant so that discrimination is not a factor.

Lease execution and Move Outs

Cavalier Management protects you and your property through the constant review of our lease and addenda. If necessary, with the aid of legal counsel, revisions and updates are made. These documents are "Landlord" oriented and afford you protections many others do not. Our staff will be there for the signing of the lease and to walk through the unit with your new tenant. After the tenant moves out we will walk through the unit assessing what needs to be done to re-rent. We will then to get your unit ready to re-rent in a timely fashion.

Rental payments and non-payments

Cavalier management will collect the rent and handle delivering notices. Evictions are handled by Cavalier and our attorney from beginning to end, including appearing in court on the owner's behalf. You need never make contact with the tenant. We act as your liaison.

Accounting and reporting

Cavalier Management maintains complete computerized records on each property.. Monthly services include rent collection, payment of all or a portion of property operating expenses, monthly disbursement and financial reports. You will be provided with a monthly statement and tenant/property reports.

Repairs and Maintenance

Snow removal and landscaping, along with other maintenance needs, will be managed for you. Normal non-emergency maintenance and repairs are scheduled with the tenant during regular business hours are effected as soon as possible. Where and when necessary, Cavalier is licensed to de-lead apartments. Cavalier is also licensed in pest control and extermination. For emergency situations, when there may be imminent danger to life and/or property, tenants are given Cavalier's 24 hours, 7 day a week emergency contact number. Cavalier Management recognizes the importance of cost containment and diligently strives to keep repair costs controlled. Along with our highly skilled maintenance and repair staff whose work is billed at a favorable rate to our clients, Cavalier has developed strong relationships with many vendors, contractors, and suppliers. Cavalier believes it can offer the most competitive repair costs possible.

AGREEMENT TO MANAGE AND LEASE REAL ESTATE

(This is a legally binding contract. If you do not understand it, seek legal advice.)

This agreement to manage and lease real estate is made and entered into as of this _____ day of _____ by and between _____ (hereinafter referred to as the "Owner") and Cavalier Management, LLC (hereinafter referred to as the "Manager").

Whereas, Owner is the owner of the property known as _____ located at _____ and legally described as _____

1. Owner hereby employs Manager exclusively to rent, lease, operate and manage said property subject to the terms and conditions of this agreement.
2. In consideration of the management and leasing functions to be performed by Manager under this agreement, Owner agrees to pay Manager a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Manager as agent in any negotiations relative to said property or any part thereof, which may have been initiated during the term hereof, and if consummated, shall compensate Manager in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by Manager from gross receipts.

Management: 10% of collected rent
Leasing: 1/2 of one month's rent

3. The term of this agreement shall commence on the day of __, 2018 and expire on the _____ day of , _____. This agreement is automatically renewable, upon expiration, for annual periods unless terminated by either party giving 30-days' written notice to the other party in advance of such termination date. However, either party may terminate this agreement upon 30 days written notice delivered to the other at the address above. Manager may terminate this agreement on fourteen (14) days written notice due to non-payment by the Owner to Manager of any amounts owing to the Manager under the terms of this Agreement. The termination of this agreement shall not affect the right of Manager to receive leasing commissions or fees which have accrued on the date specified in such notice and have not been paid.
4. As agent for Owner, Manager owes Owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting. Manager 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.
5. The duties and responsibilities of Manager in connection with the management of said property are as follows:
 - a. Manager shall take all reasonable steps to collect and enforce the collection of all rentals and other charges due Owner from tenants of said property in accordance with the terms of their tenancies.
 - b. Manager shall deposit gross revenues collected into a special client account in a bank whose deposits are insured by the Federal Deposit Insurance Corporation. Manager shall have authority to endorse checks payable to Owner, deposit funds of Owner into said client account.
 - c. Manager 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 shall not exceed the sum of \$2,500 unless authorized by Owner or unless Manager determines it to be an emergency. 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.
 - d. Manager shall have the authority to negotiate, prepare and execute all leases and to cancel and modify existing leases as agent for Owner.

- e. Manager 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 Manager 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.
 - f. Manager shall have 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.
 - g. Manager 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. Manager shall provide monthly financial statements to Owner.
6. Owner agrees to make available to Manager all data, records and documents pertaining to the property which Manager may require to properly exercise Manager's duties hereunder.
 7. Owner shall complete and submit a lead-based paint disclosure if property is residential and built prior to 1978 as required by federal regulation.
 8. Owner agrees to hold Manager 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 and to name Manager as co-insured. Owner agrees to provide Manager with a Certificate of Insurance which designates the manager as an Additional Insured on Owner's policy of general liability insurance. Manager also shall not be liable for any error of judgement or for any mistake of fact or law, or for anything which Manager may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect Manager's compensation or if Manager successfully defends any action brought against Manager by Owner, relating to said property, or Manager's management thereof, Owner agrees to pay all costs incurred by Manager in connection with such action, including reasonable attorney fees.
 9. This agreement may be later amended or modified at any time by a written mutual agreement signed by Owner and Manager.
 10. Manager 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.
 11. Manager accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon Manager under the terms hereof.

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

Owner	Date
Social Security Number or Tax Identification Number	Social Security Number or Tax Identification Number
Address	Phone Number
City/State/Zip Code	
CAVALIER MANAGEMENT, LLC	
By: _____	_____
Manager	Date



CAVALIER
MANAGEMENT

75 North Street Suite #120 Pittsfield, MA 01201

(P) 413.499.9230 (F) 413.997.4264

info@cav-mgt.com

WELCOME

Dear Tenant,

As of today, _____ Cavalier Management will begin to supervise all maintenance and clerical aspects of your building. Any repair needs or maintenance questions should be directed to Cavalier Management's office. Please call the office (413-499-9230) immediately to set up an appointment to sign a new lease and to discuss

Rents should be mailed to or hand delivered to 75 North Street, Pittsfield, MA 01201 before or on the first of the month, no later than the 10th of *each* month. Cavalier Management does not accept cash. Checks should be made out to be "Cavalier Management."

We appreciate your tenancy. Thank you.

Sincerely,

Cavalier Management



75 North Street Suite #120 Pittsfield, MA 01201

(P) 413.499.9230 (F) 413.997.4264

info@cav-mgt.com

Businesses Cavalier Deals Closely With:

Alcor Plumbing & Heating

Matt Cimini

Berkshire Gas

AWC Construction

ML Contracting

Berkshire Plate Glass

Alliance Appliance

The Lead Lab

Climate Heating & Cooling

Bell/Simons Companies

Can Hardware

Office of the Sheriff, Pittsfield, MA

Richard J. O'Brien, Esquire

75 North St. Suite #120 Pittsfield, MA 01201

(P) 413.499.9230 (F) 413.997.4264

info@cav-mgt.com

Outline of Rates:

Management Fee: 10% of Rent Collected

Broker Fee: 1/2 A Month's Rent

(10% will include any rent you collect directly from Housing)

Lawn Mow (Biweekly) Price : To be determined

(Average price is \$25 per mow and does not include lawn/property clean up)

Snow Plow: Price : To be determined

**(Average price is \$25 for plowing, \$25 for salt/shovel,
and \$25 for sanding per lot)**

Garbage pick-up: \$22/per unit a month

Hourly Rates Maintenance: \$28.00 an hour for general maintenance

\$38 an hour for mechanical maintenance

Extermination: \$75.00 per visit per apartment by a licensed exterminator

Contacts: Rich Altman 413.441.3532

Steve Preble 315.941.8991 (spreble@cav-mgt.com)

Office: 413.499.9230

AUTHORIZATION AGREEMENT FOR PRE AUTHORIZED CREDITS/DEPOSITS

Tenant's Name:

ACH CREDIT

NOTE *** if already set up with direct deposit, **please write the account number** where you would like this tenant's fund to be deposited. **If you are not already on file** here at BHDC for direct deposit, fill out this **ENTIRE form and attach a voided check.**

COMPANY NAME: BERKSHIRE HOUSING DEVELOPMENT

I/We authorize **BERKSHIRE HOUSING DEVELOPMENT**, hereinafter called "Company", to initiate credit entries and to, if necessary, debit entries and adjustments for any credit entries made in error to my/our _____ checking _____ savings account (select one) indicated below and depository named below, hereinafter called "Depository," to debit and/or credit the same to such account.

LANDLORD/COMPANY NAME: _____

OWNER # _____

BANK NAME (DEPOSITORY): _____

*** Please indicate account number even you are already set up with direct deposit.

TRANSIT/ABA NUMBER: _ ******* _____

CHECKING (CIRCLE ONE) SAVINGS

ACCOUNT NUMBER: _____

BRANCH LOCATION: _____

STATE: _____ **ZIP CODE:** _____

LANDLORD EMAIL ADDRESS: _____

*****A VOIDED CHECK OR BANK LETTER MUST BE ATTACHED*****

This Authorization Agreement is to remain in full force and effect until Company has received written notification from me/either of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on the request.

LANDLORD SIGNATURES

BERKSHIRE HOUSING SIGNATURES

SIGNATURE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PLEASE PRINT

PLEASE PRINT

DATE

Special Programs Case Manager
TITLE

DATE



One Fenn Street, 3rd Floor, Pittsfield, Massachusetts 01201
Tel 413-499-1630 Fax 413-496-9831 www.berkshirehousing.com

APPOINTMENT OF AGENT

If an Owner has appointed someone to act on the Owner's behalf, this Appointment of Agent must be completed. Note that if the property is owned by two or more individuals, such as by a husband and wife, this Appointment of Agent form must be completed in order for one Owner to act on behalf of the others.

1. The address of the property is: _____

2. The name of all Owners as they appear on the Deed is/are: _____

3. The Owner (s) is/are **(please check the one that applies):**

Individual (s): If two or more individuals own the property, all Owners must sign this Appointment in order to appoint an agent. If one of the Owners will be acting for the others, that Owner must be appointed as an agent.

A Corporation: If a corporation owns the property, the authorized signatory of the corporation must sign this Appointment in order to appoint an agent. except when evidence (*clerk's certificate of vote, or copy of by-laws*) that another individual has been so authorized.

A General Partnership: If a general Partnership owns the property, all General Partners must sign this Appointment in order to appoint an agent, unless documentation is attached authorizing a Managing or other General Partner to sign.

A Limited Partnership: If a limited partnership owns the property, all General Partners must sign this Appointment in order to appoint an agent, unless documentation is attached authorizing a Managing or other General Partner to sign.

A Trust: If a trust owns the property, all Trustees must sign this Appointment in order to appoint an agent, unless documentation is provided (*a copy of the Declaration of Trust*) that one Trustee has been authorized to sign. *Please note that the Rental Assistance Programs cannot pay subsidy where the owner of record is a trust and the tenant is a beneficiary of the trust.*

A Limited Liability Company: If a limited liability company owns the property. all Members must sign this Appointment in order to appoint an agent, unless documentation is provided (*a copy of the Certificate of Organization or Operating Agreement*) that one Member has been authorized to sign.

4. The Owners have appointed _____ **Richard Altman, Stephen Preble** _____ (*name of individual*) of _____ **Cavalier Management LLC** _____ (*List business name, if any*)

Located at: 75 North St. Suite 120 Pittsfield, MA. 01201 _____ (*Address*) with a phone number of 413-499-9230 to act as Owner(s)' agent in relation to the above property, with all of the powers and duties indicated below (*check all that apply*):

To sign on its behalf all Requests for Tenancy Approval, leases, Housing Assistance Payments Contracts, and any amendments or extensions thereto.

To receive and receipt for all rents, security deposits, and key deposits.

To receive any and all notices and communication.

To cause to make all necessary repairs.

To issue in its name notices to quite to institute summary process proceedings.

To act on its behalf on all other matters germane to management and other issues needing attention for this unit.

5. This Appointment of Agent is effective as of _____ . BHDC may rely on this Appointment until such time as it receives signed notification of modifications or termination.

Owner Signatures: (see #3 above for who must sign)

Owner Signature

Title

Date

NOTICE: THIS FORM HAS TO BE FILLED OUT AND SIGNED BY THE ACTUAL OWNER OF THE PROPERTY
OWNER-AGENT DATA FORM

PROPERTY AND OWNER INFORMATION
PROPERTY:

STREET	APT. #	CITY, STATE & ZIP CODE
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OWNER (S): _____
NAME (S) EXACTLY AS IT APPEARS ON THE DEED TO THE PROPERTY

STREET	CITY, STATE, ZIP CODE	TELEPHONE #
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MANAGER/AGENT: _____

STREET	CITY, STATE, ZIP CODE	TELEPHONE #
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OWNER'S SOCIAL SECURITY NUMBER, (IF INDIVIDUAL) OR FEDERAL TAX I.D. NUMBER (IF CORPORATION, PARTNERSHIP OR TRUST):

(THIS INFORMATION MUST BE GIVEN TO THE PITTSFIELD HOUSING AUTHORITY BY LAW.)

CERTIFICATION OF OWNERSHIP AND INSURANCE

A COPY OF MY DEED, WHICH IS RECORDED IN THE REGISTRY OF DEEDS AT BOOK _____ AND PAGE _____ IS ATTACHED. I CERTIFY THAT I AM THE PRESENT OWNER OF THE PROPERTY DESCRIBED ABOVE. IF THE PROPERTY IS NOT OWNED IN THE NAME OR NAMES OF INDIVIDUALS, A COPY OF THE ORGANIZATION DOCUMENT OF THE OWNERSHIP ENTITY (ARTICLES OF INCORPORATION, DECLARATION OF TRUST, PARTNERSHIP AGREEMENT) ESTABLISHING MY RELATION TO THAT ENTITY IS ATTACHED.

I/WE CERTIFY THAT I/WE HAVE READ THIS "OWNER/AGENT DATA FORM" AND CERTIFY THAT ALL OF THE ABOVE INFORMATION IS CORRECT TO THE BEST OF MY/OUR KNOWLEDGE.

<u>OWNER (S) SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
_____	_____	_____

<u>MANAGER (S) SIGNATURE</u>	<u>TITLE</u>	<u>DATE</u>
_____	_____	_____



TENANT INFORMATION

Name(s):

Address:

Telephone Number(s):

Monthly Rental amount:

Length of tenancy

Is the tenant behind in rent?

If so, how much does tenant owe?

Does the tenant have a last month's rent and/or security?

Name(s):

Address:

Telephone Number(s):

Monthly Rental amount:

Length of tenancy

Is the tenant behind in rent?

If so, how much does tenant owe?

Does the tenant have a last month's rent and/or security?

Name(s):

Address:

Telephone Number(s):

Monthly Rental amount:

Length of tenancy

Is the tenant behind in rent?

If so, how much does tenant owe?

Does the tenant have a last month's rent and/or security?

Please provide any information on the tenant(s) that you feel Cavalier should be aware of:

Please sign and date _____



CAVALIER MANAGEMENT

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info@cav-mgt.com

OWNER INFORMATION:

Name(s):
Mailing Address:
Phone Number(s):
Tax ID #:
Email:
Bank Account Number:
Please Circle one: TD Bank, Berkshire Bank, or Greylock Federal Credit Union

PROPERTIES:

Please provide the information below for the properties Cavalier will be managing::

Address	Occupied/Vacant	Gas/Oil/Electric Heat/Hot Water	# of Bedrooms # of Bathrooms

Please sign and date _____

Date:

To whom it may concern,

I, _____ have authorized Cavalier Management in Pittsfield, MA to act as my managing agent.

Cavalier Management has been authorized to act as payee and collect all rents for the following addresses:

Cavalier Management has authorization to do any necessary repairs/maintenance in the above said units. If applicable, please mail a copy of any failed unit inspections and tenant related letters directly to

Cavalier Management 75 North Street Suite #120 Pittsfield, MA 01201

Thank you,

Owner(s) Signature:

Date

Phone: