**Proposed changes in the PMA for 2019**

Every year we try to update our customized document users on things you might want to add to (or delete from) your customized PMA. We’ve been accumulating these for the last year and should have delivered them to you in November so you can have them in your 2019 PMA. We’ll do better next year.

Some of the more recent documents already have these statements but some of our earlier clients need to add them.

Just consider the following.

**1. Change the date on top of your PMA and lease to 2019.** We discovered a long time ago that having the year on the front of the PMA and lease helped us administratively. It’s easy to figure out when it was executed by looking at the front page instead of having to scroll down to the signature page.

**2. Consider adding this language to PMA in the Binding Agreement stipulation.** “If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions will remain in full force and effect.”

**3. Consider adding this line to stipulation called “Prompt Reimbursement of Expenses”** which states,“If a resident is vacating the Property, Manager may withhold the Owner’s last month disbursement for anticipated vacancy expenses, unless Owner is not re-renting the Property.”

**4. Consider adding this to #7 (under “Repairs, Maintenance, and Owner’s Operating Account”). “**If Manager sends Owner a maintenance request, and Owner fails to respond within 48 hours, Manager can assume request is approved as Manager has recommended/advised in said request.”

**5. If you ask the Owner to approve or deny an application to rent, consider adding this to the end of #5 (under “Privacy and Authority to Execute Lease”).** “If Manager forwards Owner information regarding an applicant requesting approval or denial to an applicant, and Owner fails to respond within 48 hours, Manager may assume Owner wishes Manager to proceed as recommended in the request.”

**6. Consider adding this to the “Minimum Account Balance” stipulation** after notification of sending 1099.  “Owner authorizes Manager to send said tax information electronically.” (Apparently the IRS requires you get the owner’s permission to send tax information to them by electronic means.)

**7. Consider adding this line to the end of stipulation #19 regarding Termination.** “If Owner terminates Manager, Manager is authorized to deduct any fees Owner owes Manager from Owner’s funds.”  If the owner terminates you, you need to be able to deduct any termination fees they might owe you for terminating early.

**8. Consider adding this to the “Management and Legal Proceedings” stipulation at the end of (b) ...** “All funds received by Manager from resident will be applied first to the oldest charge on the resident’s payment ledger.”

**9. Consider changing the stipulation regarding “Rehab, Renovation, Replacement and Rehab Admin Premium”.** Some old documents say “Rehab Admin Premium” and it should be changed to “Rehab Premium”.

**10. If it’s not there already, consider adding this line to the end of 6(b) Management and Legal Proceedings.** “Any prepaid rent received from resident shall be held in Manager’s trust account and disbursed to Owner as it’s earned.”

**11. Upgrade Stipulations 20 and 21.** In our older documents we covered the Entire Agreement clause and the Right to Modify in the same paragraph, or didn’t cover the Right to Modify at all. In the most recent documents Monica had us SEPARATE these stipulations and give them a little more coverage. We think you should too. Here is how they might read now.

**12.  Entire Agreement.**  This Agreement, plus Exhibits and Addendums executed by the parties from time to time, constitutes the entire Agreement between the parties and no oral statements, flyers, website copy, advertisements, brochures, property flyers, emails, texts, company handbooks, policies or representations shall be binding on either party and are not part of this Agreement.

**13. Right to Modify:** Owner acknowledges that from time to time changes in federal, state and local laws regulating the rental industry, changes in state license law, technology, banking laws or the economic conditions of the rental business may require certain changes to this Agreement to remain in compliance with the laws that govern the Manager. Manager may make said changes in this Agreement by a) notifying Owner in writing at least sixty (60) days prior to implementation and b) Manager must apply said changes equally to all owners of the same category of property managed by Manager.

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