**Lease Management Agreement (Package 3)**

This Leasing Agency and Management Agreement (“**Agreement**”) is made on the \_\_\_\_\_ day of \_\_\_\_\_\_\_ 201\_\_

(“**Effective Date**”)

**BETWEEN:**

1. **[*name of Landlord*]**, a [------------------ ] National, with passport number [---------------- ], of [*address*] (“**Landlord**”);

and

1. **DAMAC ASSET MANAGEMENT LLC**, a company registered in Dubai with license number 773170, of PO Box 2195, Dubai, UAE (“**Managing Agent**”)

(together, the “**Parties**” and singularly as a “**Party**”).

**WHEREAS:**

1. The Landlord is the legal owner of residential Unit(s) in [--------------], Plot No. [------------------] located in [-----------]; Refer to schedule 3
2. The Landlord desires to appoint the Managing Agent (i) as exclusive lease manager to provide lease management services (the “**Lease Management Services**”) in respect of the Unit(s) and, (ii) as non- exclusive leasing agent to provide brokerage services in respect of each and every Unit which becomes available for rental upon the expiry or termination of the first Tenancy Agreement in respect of that Unit (the “**Brokerage Services**”), and the Managing Agent is willing to provide such Property Management and Brokerage Services on the terms and conditions set out hereunder (the "**Appointment**");
3. The Landlord may appoint a number of Leasing Agents to provide one-off brokerage services in respect of the Unit(s), pursuant to non-exclusive Leasing services agreements executed between the Landlord and the respective Leasing Agents;

The Parties are entering into this Agreement to define their duties and obligations under the Appointment.

**THE PARTIES AGREE AS FOLLOWS:**

1. **APPOINTMENT AND TERM**
	1. The foregoing recitals form an integral part of this Agreement.
	2. The Landlord hereby appoints the Managing Agent as the exclusive provider of the services described at Schedule 1 annexed hereto (the “**Services**”) at the Unit and engages the Managing Agent on an exclusive basis to provide the Services. The Landlord consents to the appointment and engagement and the Managing Agent accepts such appointment and engagement, subject to the terms and conditions contained in this Agreement.
	3. The Managing agent hereby accepts the appointment as agent of the Landlord as set out above and agrees to provide such services subject to the terms and conditions of this Agreement.
2. **OBLIGATIONS AND RESPONSIBILITIES OF THE MANAGING AGENT**

The Managing Agent shall:

* 1. carry out the Services set out in **Schedule 2**;
	2. not, without the previous written consent of the Landlord, rent out any Unit at a rental other than that agreed to by the Landlord;
	3. seek the prior written approval of the Landlord in regard to:
1. the termination for breach of any Tenancy Agreement;
2. reporting a Tenant, raising a claim, filing a law suit against any Tenant on behalf of the Landlord before the relevant authorities for whatsoever reason;
3. the balance amount to be refunded to the Tenant upon early termination of its Tenancy Agreement; and
	1. use the Tenancy Agreement exclusively for the rental of the Unit(s);
	2. regularly and closely liaise with the Leasing Agents appointed by the Landlord; and
	3. appoint a representative who will act as a point of contact for the Landlord throughout the Term.
	4. The Managing Agent shall not have any authority to receive any money from the prospective tenants. All monies from prospective tenants shall be paid directly from the prospective tenants to the Landlord.
4. **OBLIGATIONS OF THE LANDLORD**

The Landlord shall:

* 1. pay the Fees of 10% +Vat to the Managing Agent on time and without delay;
	2. act in good faith towards the Managing Agent;
	3. not interfere, hinder or prevent the rights or duties of Managing Agent under this Agreement;
	4. not issue any instruction or communication which may be in conflict with the Services or limit the Managing Agent’s ability to perform the Services unless the prior written consent of the Managing Agent has been obtained;
	5. provide the Managing Agent with the list and details of the Unit(s) rented pursuant to Tenancy Agreements executed prior to the date of this Agreement and promptly handover to the Managing Agent all related Documentation;
	6. provide the Managing Agent with the list and details of the Unit(s) available for rental on the date of this Agreement;
	7. provide the Managing Agent with all such information, materials, documents, facilities, and assistance or other things necessary to enable the Managing Agent to perform its obligations and the Services under this Agreement;
	8. in the case that the Unit(s) is leased with white goods such as a refrigerator, washing machine, clothes drier, and dishwasher, provide the manufacturer’s warranties the Managing Agent. In the case that there are no valid warranties in place the Landlord shall be responsible to repair and replace the white goods as required;
	9. enter into an annual maintenance contract with a third party maintenance provider at the Landlord’s expense. The Managing Agent will provide the Landlord with a recommendation of a suitable third party maintenance provider.
	10. ensure that there is a provision for all services to the Unit(s) including DEWA, satellite TV, telephone, internet and gas (if applicable), prior to any tenant taking occupancy of the Unit(s);
	11. ensure that itself and the Unit(s) comply with all laws, regulations and guidelines applicable in the UAE;
	12. provide the Managing Agent with evidence of ownership to the Unit(s);
	13. bear entirely all legal and financial risks and costs related to or in connection with the Unit(s) including but not limited to any outstanding DEWA charges accrued prior to any tenant taking occupation of the Unit(s);
	14. appoint a representative who will act as a point of contact for the Managing Agent throughout the Term.
	15. ensure that adequate building and landlord insurance is procured to cover all risks that may arise out of property ownership or renting the Unit(s).
	16. familiarize himself/herself of the prevailing rental laws of UAE.
	17. In the event the Landlord intends to sell or create any interest on all or any of the rented Unit(s), the Landlord undertakes to:
1. provide the Managing Agent with no less than one month notice before executing any sale or other transaction creating an interest on any Unit(s); and
2. endeavour to assign its obligations under this Agreement to the new owner or the person benefiting from any interest on any Unit(s).
3. **RENT AND FEES**
	1. in consideration of the Property Management Services rendered by the Managing Agent, the Managing Agent shall be entitled to a fee equivalent to (10)% +Vat of the Total collected Rental Revenue yearly in advance.
	2. the Fee is non- refundable including but not limited to in the case of early termination of the Tenancy Agreement by the Tenant, termination of this Agreement by the Landlord or in the case the Unit(s) is sold.
	3. the Managing Agent’s invoices are due for payment upon presentation to the Landlord.
	4. without prejudice to any other rights it may have, in the event that any sum due from the Landlord to the Managing Agent remains unpaid for more than thirty (30) days the Managing Agent shall be entitled to suspend the performance of the Lease Management Services, with prior notice of fifteen (15) days, for the Landlord until such time as the relevant payment is made and Managing Agent shall not be liable for any incidental factors including but without limitation delays, losses, costs or expenses occasioned by such suspension.
	5. all rental cheques and other payments due under the Tenancy Agreements will be issued in the name of the Landlord, and that the collected cheques shall be deposited in the Landlord’s bank account. (details of which are mentioned in **Schedule 1**)
4. **INDEMNIFICATION & LIABILITIES**
	1. in the performance of its obligations under this Agreement, neither the Managing agent or any of its group companies shall be liable to the Landlord or to any third party for any act or omission of the Managing Agent or any of its group companies, or any of their respective directors, officers, employees, agents or representatives, except only to the extent such liabilities, losses, damages, claims, costs and expenses arise out of or are caused by the negligence, gross negligence or willful misconduct of the Managing Agent or any of its group companies.
	2. the Landlord hereby agrees and accepts that the Managing Agent and any of its group companies shall in no circumstances be liable to the Landlord or to a third party for any actions, statements, omissions, promises, representations or any other act of the Managing Agent with regard to the Unit or any Tenancy Contract concluded for the Unit or any other matter related to this Agreement.
5. **CONFIDENTIALITY**

The Parties hereto shall take all practical measures to ensure that information concerning each other’s businesses and activities are not revealed to any third party without the consent of the other Party. The obligations of the Parties under this clause 7 shall survive the termination or expiry of this Agreement for twelve (12) months.

1. **ASSIGNMENT OR TRANSFER**

The Landlord may not assign, transfer or delegate this Agreement or part or all of its rights or obligations under this Agreement to any other person or entity without the prior written consent of the Managing Agent.

1. **TERMINATION**
	1. This Agreement shall be effective for a period of Twelve (12) months from the Commencement Date of this Agreement and is automatically renewable for further periods of twelve (12) months unless terminated pursuant to clause 11.2.
	2. This Agreement can be terminated for the following reasons:
2. This Agreement can be terminated at anytime in the case of negligence of the Managing Agent and because of non payment by the Landlord. In the case of negligence by the Managing Agent, the Landlord should first issue a notice of rectification of breach of 30 days before issuing the notice of termination.
3. Following the initial period ofof Twelve (12) months from the Commencement Date of this Agreement; either party may terminate this Agreement, partially or entirely, by the giving of, at least two (2) months prior written notice by one Party to the other Party and such termination shall take effect on the expiry date of the said written notice.
	1. The termination of this Agreement shall not affect the rights and liabilities of either Party subsisting at the date of termination.
	2. Upon termination of this Agreement for any reason, the Managing Agent shall:
4. promptly handover all Documentation held by the Managing Agent to the Landlord; and
5. handover tenants’ cheques to the landlord.
6. **Assignment**

This Agreement may only be assigned by a Party after obtaining the prior written consent of the other Party, such consent not to be unreasonably withheld.

1. **MISCELLANEOUS**
	1. Entire Understanding: This Agreement sets forth the entire understanding between the Parties and supersedes any prior written or verbal understanding or contract which may have been concluded between them.
	2. Amendments: Unless otherwise stated herein, this Agreement may not be modified other than in writing signed by a duly authorised representative of each of the Parties hereto.
	3. No Waiver: The failure of any Party at any time to enforce any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or in any way to affect the validity of this Agreement or any part thereof or the right of any Party to thereafter enforce each and every part of such provision.
	4. Intellectual Property: The Purchaser agrees and understands that the intellectual and industrial property rights owned by the Lessor or any of its group companies in any way whatsoever, whether or not copyrightable or patentable, including without limitation: all designs, names, trademarks, logos, models, images, characters, symbols are the sole exclusive property of the Lessor or its group companies. The Purchaser is further expressly prohibited from using or associating itself with any of the aforesaid intellectual property for any purpose whatsoever, including without limitation, using any of the intellectual property in any publicity or in any publicly accessible manner unless the Lessor expressly authorises him in writing to do so.
2. **GOVERNING LAW, JURISDICTION & DISPUTES**
	1. The Agreement shall be governed by and subject to the laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates.
	2. Any dispute arising from the formation, performance, interpretation or termination of this Agreement or arising here from or related hereto in any manner whatsoever, shall be referred to the Courts of Dubai.

**IN WITNESS WHEREOF,** this Agreement is signed by the Parties as follows:

Signed on behalf of the Managing Agent:

………………………………………………………

Name:

Designation

Signed by the Landlord:

………………………………………………………

Name:

Designation (if a corporate):

**SCHEDULE 1**

**THE SERVICES**

During the Term of this Agreement, the Managing agent shall provide the following Services to the Landlord for the Unit(s) in accordance with the terms and conditions of this Agreement:

1. **Marketing units in main portals**
	1. the Managing Agent will provide a rent assessment, prior to marketing the Unit(s), which will give a comprehensive overview of the relevant rental market. The rent assessment will be carried out using a comparable analysis technique considering the following: location; unit size; facilities & amenities; quality; age; comparable rental values in the Unit(s) location; and demand
	2. in the event that the Unit is not tenanted, the Managing Agent regularly advertise the Unit(s) to the public for lease at such times and by use of such media that in the opinion of the Managing Agent best suits the Unit(s) at its own cost; as follows:
2. Inclusion on top-rated marketing websites to ensure full market penetration.
3. Local publications.
4. Where possible, signage at/on the building where the Unit is located promoting the availability of premises to let within that building.
5. CRM system to optimise lead conversion and client data control
6. **Finding Tenants and arrange viewings**
	1. the Managing Agent shall handle tenant queries and shall rectify any issues in a timely manner, and only involving the Landlord if needed. Such Services include: tenant screening; tenant viewings in accordance with the regulations of the developer, community, home owner’s association and/ or strata declaration of the community.
	2. at all times, use its commercially reasonable endeavors to market, promote, solicit, secure and/ or retain appropriate Tenants for the Unit(s); and
	3. advise the Landlord in writing from time to time as to its view as to the best rental price obtainable for the Unit(s).
	4. coordinate with the Leasing Agents appointed by the Landlord
7. **Tenant Management**
	1. provide a standard tenancy agreement for use between the Landlord and tenant;
	2. receive and acknowledge receipt of, and reply to the notices served by the Tenants in relation to the rental of the Unit(s);
	3. do and perform all and every act necessary and required for the purpose of registering all Tenancy Agreements with Ejari
	4. respond to all reasonable queries from Tenants or their advisors on any lease management or “Landlord and Tenant” related issue, and advice Tenants in relation to any notices received in relation to the Unit(s);
	5. in the event of a breach of an executed Tenancy Agreement by a Tenant, inform the Landlord and send a notice to that Tenant on its behalf;
	6. terminate and cancel any Tenancy Agreement, vacate, and recover possession of the rented Unit(s)
	7. secure and keep in its records a copy of each Tenant’s Passport and residency visa.
	8. use all reasonable endeavours to ensure that rental renewals are agreed and documented before the due dates.
	9. attend, inspect and document the handing over of each rented Unit to or from a Tenant in its presence
8. **Rent Collection**
	1. collect, receive and acknowledge receipt of the annual rent amount, security deposit and other charges or payments due pursuant to the executed Tenancy Agreements, and that the collected cheques shall be deposited in the Landlord’s bank account. (details of which are mentioned in **Schedule 1**)
	2. take all reasonably necessary measures or actions against a Tenant in the event(s) of a cheque returned unpaid (bounced cheque), failure to vacate a Unit, damage by the Tenant or, and/or any other breach of an executed Tenancy Agreement, at the Landlord’s expense (for the avoidance of doubt lodging police cases in the case of bounced cheques and lodging cases with the Rental Dispute Centre are not the responsibility of the Managing Agent)
9. **Maintenance**
	1. negotiate all necessary maintenance of the structure or common parts, plant and machinery, cleaning and landscaping etc., for which the Landlord is responsible for paying.
	2. coordinate with maintenance providers assigned by the Landlord for attendance to maintenance items which the Landlord is responsible for. The Managing Agent will not be responsible to supervise any maintenance.
	3. advise the Landlord of any essential or major repairs, and shall obtain three quotes and shall seek the approval of the Landlord to instruct the maintenance provider to complete the work.
	4. In the event that essential or major repairs are identified that shall affect the health and safety of the Tenant or others, and or the structure of the building, the Landlord authorizes the Managing Agent to instruct such repairs at the Landlord’s expense without further authorisation by the Landlord in the event that the Landlord has been non contactable for a period of more than twenty four hours.
	5. Major maintenance includes but is not limited to servicing, repair and/ or replacement of items such white goods, water heaters, water pumps (if applicable), air- conditioning units and ducts and major plumbing and electrical issues.

**For the avoidance of doubt, the Managing Agent shall not be responsible to perform any of the following services under the Services: insurance services; facility management services; attend home owner’s association meetings; legal and financial advice or advocacy.**

**SCHEDULE 2**

**Bank account Details**

**SCHEDULE 3**

**Unit(s) Details**