

Property Management Agreement

IMPORTANT INFORMATION

As the retirement Account Holder, you cannot be the property manager, nor can you perform the labor on any investment property. Appointing a Property Management Company can be very helpful to navigate day-to-day operations and avoid the risk of prohibited transactions. See IRS Code 4975. Rental Income should be remitted by the Property Manager to Directed Trust Company along with an Investment Income Deposit Form or Deposit Slip Form. **Checks should be made payable to Directed Trust Company FBO (Your Name)(Account Type).**

1. Account Owner Information

First Name: _____ MI: _____ Last Name: _____

Last 4 of SSN: _____ Date of Birth: ____/____/____ Phone Number: _____

Directed IRA Account Number: _____ Account Type: _____

2. Property Address

Property Address: _____

City: _____ State: _____ Zip Code: _____

3. Property Manger Information

Property Management Company (If applicable): _____

Property Manager Name: _____

Physical Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

4. Recitals and Agreement

The Account Owner appoints Property Manager to provide the services listed in this agreement and the Property manager accepts such appointment. The Account Owner and Property Manager agree that the Property Manager is the Property Manager of the Account Owner, and not of Directed IRA. The Account Owner acknowledges that Directed IRA has not advised the Account Owner with respect to the selection of a Property Manager. The Account Owner agrees that he/she has sole responsibility, and not Directed IRA for the selection, retention, termination and monitoring of the Property Manager. The Account Owner and Property Manager agree that Directed IRA has a limited role in its capacity as directed Custodian of the Account and hereby agree that Directed IRA will not be responsible for any of the Property Manager's duties or for the enforcement of this agreement.

Account Owner hereby designates the individual or entity identified above as Property Manager for the property identified on this form. By signing below, Account Owner and Property Manager, agree to and acknowledge the following:

- The Property Manager is a third party to this transaction (i.e., not the Account Owner or renter).
- A Spouse or other disqualified person, appointed as Property Manager, will not be compensated for managing the property.
- The Property Manager agrees to comply with all local, state and federal property management laws while acting as Property Manager.
- The Property Manager will send all payments received to Directed IRA for deposit into Account Owner's retirement plan.
- The Property Manager will retain records for all parties. Records include but are not limited to: rental payment history (funds received from renters and any funds dispersed by the Property Manager to cover expenses), bank statements, and

rental/lease agreements. Upon request the Property Manager will provide a full accounting of these records to the Account Owner or Directed IRA.

- The Property Manager will provide notification to Directed IRA and Account Owner in the event of default by a renter, and take all necessary actions to correct a default and coordinate eviction proceedings as directed and approved by the Account Owner.
- The Property Manager will contact billing parties to ensure bills are forwarded to the address of the Property Manager.
- The Property Manager will ensure all expenses related to the property are paid according to the percentage of ownership.

➤ _____
Property Manager Signature

Date

➤ _____
Account Owner Signature

Date

INVESTMENTS: NOT FDIC INSURED ▪ NO GUARANTEE ▪ MAY LOSE VALUE

[Secure File Upload](#)

Email Forms to:
Investments@directedira.com

Send Mail to:
3033 N. Central Ave. Ste. 415
Phoenix, AZ 85012

Fax:
(602) 899-9641

Directed IRA is a tradename of Directed Trust Company, an Arizona Corporation