

1. Engagement of Agent

1.1 ENGAGEMENT OF AGENT

This agreement made this Today's Date, between <<Company Name>>, <<Company Address>> (hereinafter referred to as the "agent"), and <<Owner Name(s)>>, <<Owner Address(es)>> (hereinafter referred to as the "owner").

The property that will be bound by this property management agreement is:

<<Property Address>>

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, OWNER AND AGENT AGREE AS FOLLOWS:

The agent shall be responsible for all of its employees or employees of any affiliate, the supervision of all persons performing services in connection with the performance of all of the owner's obligations relating to the maintenance and operation of the Premises, and for determining the manner and time of performance of all acts hereunder. Nothing herein contained shall be construed to establish the agent as an employee of the owner.

Agent's Federal Tax ID Number is: 85-2032007

This Agreement shall become effective on <<Management Start Date>>, and shall continue in effect from month to month thereafter unless and until terminated as hereafter provided. Either party may terminate this Agreement by giving at least thirty (30) days written notice of intention to terminate.

By initialing below, you acknowledge and agree to the terms in Section 1.

X _____
Initial Here

2. Management of Services

2.1 SERVICES

The agent agrees to use all reasonable efforts in managing the Premises and keeping the Premises rented to desirable tenants and to perform the following management responsibilities in the name of, and at the expense of the owner.

2.2 LEASING

The agent shall use all reasonable efforts to lease available space at the Premises to desirable tenants. The property shall be leased at monthly rates as set forth by owner and agent, which may be adjusted up or down as necessary to secure desirable tenants according to the prevailing rental market conditions at the time of rental or re-rental. Provided, however, any adjustment of more than 10% of the stated monthly lease rate shall require owner consent. Agent may cooperate with other real estate brokers to fulfill this obligation, but all co-broke fees shall be paid by a sharing of agent's leasing fee with such co-broker. Owner shall have no liability for any broker commissions except as set forth herein or with owner's prior consent. Agent may further obtain such leasing through the use of newspaper advertising, post renting signs, circulars, and other forms of advertising the costs of which shall be the responsibility of the owner. Owner agrees to refer all lease and renewal inquiries to the agent, and all negotiations for leases shall be conducted or controlled by the agent. Owner and agent shall establish a standard lease to be used for the premises and any material modifications from said standard lease shall require owner consent. The agent may execute all leases or agreements on owner's behalf for the rental occupancy, or occupation of said premises, or any part thereof.

Exclusive Leasing Authority. Agent shall serve as the exclusive leasing agent for all units at the property. Owner shall not advertise, market, show, or lease any unit at the property, or solicit, negotiate with, or source prospective tenants, without the prior written consent of agent.

In the event that a prospective tenant is referred to agent by owner, or is otherwise sourced or identified by owner, the standard Leasing Fee set forth in Section 3 of this Agreement shall still apply. Agent shall screen, qualify, and process all prospective tenants in accordance with agent's standard procedures, regardless of the source of the tenant lead.

If owner engages in leasing activity without agent's prior written consent, including but not limited to advertising units, showing units to prospective tenants, or making promises or commitments to prospective tenants, agent shall have no liability for any claims, disputes, or damages arising from such activity, and owner shall indemnify and hold agent harmless for any such claims. Agent may, at its sole discretion, terminate this Agreement immediately upon written notice if owner engages in unauthorized leasing activity.

Tenant Screening Standards:

- Screening Criteria. Agent shall apply consistent, non-discriminatory tenant screening criteria to all applicants for the property, in compliance with all applicable federal, state, and local fair housing laws. Agent's screening criteria may include, but are not limited to, credit history, income verification, rental history, criminal background checks, and identity verification.
- Owner Non-Interference. Owner agrees not to override, interfere with, or attempt to influence agent's tenant screening decisions or criteria. Owner shall not direct agent to approve or deny any specific applicant, nor shall owner impose screening criteria that would violate applicable fair housing laws.
- Indemnification. Owner agrees to indemnify, defend, and hold agent harmless from any and all claims, losses, damages, and liabilities (including reasonable attorneys' fees) arising from any attempt by owner to override or interfere with agent's screening process or from any screening criteria imposed by owner that result in a fair housing violation.

2.3 COLLECTION AND REMISSION OF INCOME

The agent shall collect the rents and all other income from the premises promptly when such amounts become due and shall deposit these monies in a bank account maintained by the agent on behalf of the owner. These monies shall not be mingled with agent's personal funds; notwithstanding, the agent may withdraw from said bank account all disbursements which under this agreement are to be made at owner's expense, including, but not limited to, agent's compensation as set forth in Section 3 hereof. Agent shall render to the owner a monthly statement of receipts and disbursements, and any net income shall be paid on a monthly basis to the owner from the above-referenced bank account except for a balance of \$250 per rental unit, which shall constitute a reserve fund. Agent shall deposit excess funds into a bank account designated by the owner.

Priority of Payments. All funds collected by agent on behalf of owner shall be applied in the following order of priority: (1) agent's Management Fee and any other fees earned by agent under this Agreement, including but not limited to Leasing Fees, Renewal Fees, and maintenance labor charges; (2) reimbursement of any amounts advanced by agent on owner's behalf; (3) outstanding invoices for third-party vendors, contractors, and service providers engaged by agent for the property; (4) replenishment of the reserve fund to the required balance as set forth in Section 2.4; and (5) distribution of remaining net income to owner. Agent shall have a continuing right to deduct all amounts owed to agent from any funds held on behalf of owner before making any distribution to owner. In the event that collected funds are insufficient to satisfy all obligations in a given month, agent shall apply available funds in the priority order set forth above, and any shortfall shall be the owner's responsibility in accordance with Section 2.5. Owner acknowledges and agrees that agent's fees and reimbursements take priority over owner distributions, and that this priority of payment provision is a material term of this Agreement.

Note: Unless noted below, the agent shall not pay from owner's account interest or amortization on mortgages, taxes, assessments, water charges or premiums on insurance without the written authorization of the owner.

2.4 RESERVE FUND

The following provisions shall govern the reserve fund maintained by agent on behalf of owner:

- Initial Reserve. Agent shall maintain a reserve balance of \$250.00 per rental unit in the property's operating account to cover routine operating expenses, maintenance costs, and other obligations under this Agreement.
- Adjustment of Reserve. Agent may increase the required reserve amount upon providing owner with thirty (30) days written notice. Owner shall deposit the additional funds necessary to bring the reserve to the required level within the thirty (30) day notice period. If owner fails to fund the increased reserve, agent's obligation to perform under this Agreement shall be suspended until the reserve is adequately funded.
- Non-Interest Bearing. The reserve fund is non-interest bearing. Owner shall have no claim to any interest or earnings on reserve funds held by agent.
- Return of Reserve Upon Termination. Upon termination of this Agreement, agent shall return the remaining reserve fund balance to owner after final reconciliation of all outstanding fees, costs, and expenses. Final reconciliation and return of reserve funds shall be completed within sixty (60) days of the effective date of termination.

2.5 SHORTFALLS

In the event that the property does not generate sufficient revenues to cover the expenses, owner shall remit to agent, upon demand, sufficient funds to meet the obligations as outlined by the terms of this agreement. Under no circumstances shall agent ever be required to advance monies on behalf of owner. The agent's obligation to perform under this contract shall be suspended for any period of time that sufficient funds are not available to meet the obligations as outlined in this agreement. Owner shall reimburse agent within ten (10) days of receipt of notice for any monies, which agent may elect to advance on owner's behalf. If agent advances funds on behalf of the owner, there is a 1.5% interest per month charge assessed beginning thirty (30) days after notice to owner of the advancement.

2.6 MAINTENANCE AND OPERATION

Agent may inspect and observe the properties and the components thereof and shall timely inform owner of material maintenance, operational, or safety conditions associated with the premises and shall coordinate all efforts to remedy any conditions at the direction of the owner, subject to the communication standards described in section 8.2. Agent shall generally supervise the property to assure that it is operating and maintained in a quality, clean, and safe manner. Agent shall assure that all those engaged by agent with respect to the premises, either as an employee of agent or an independent contractor, understand that they are not employees of owner and that all independent contractors shall be required to provide proof of general liability insurance coverage and other insurance coverage required by law prior to commencing any work on the premises.

The owner has authorized agent to perform any and all necessary maintenance tasks and is required, at owner's expense to purchase necessary supplies; to make contracts for electricity, gas, telecommunications, cleaning, refuse disposal, vermin extermination, and for any and all uses or utilities which agent shall reasonably consider advisable; and to make ordinary repairs and alterations, provided that expenditures for any one item of repair or alteration shall not exceed the sum of **\$1000.00** without the consent of the owner, unless they are made under circumstances which the agent shall, in its discretion, reasonably consider to constitute an emergency.

For clarity, the following categories of work are pre-approved for agent to undertake at owner's expense without prior owner consent, regardless of cost, when agent determines the situation requires prompt action:

- Replacement or repair of heating systems in occupied units during the months of October through April.
- Clearing of sewer or drain lines where a clog poses a threat of further damage to the property.
- Remediation of large water leaks or sewer line backups, including professional cleanup and restoration services.
- Clearing of debris from fallen trees or other damage at the property where such debris is materially affecting tenants, neighbors, or public access.
- Securing the property from water intrusion in the event of damage to the roof or other structural components.
- Any repair necessary to restore heat, hot water, or electricity to an occupied unit.
- Any repair necessary to address an active safety hazard to tenants or the public, including but not limited to gas leaks, structural collapse risk, or fire damage.

Agent shall notify owner of any emergency repair or service undertaken under this provision within a reasonable period of time following the commencement of the work. Agent's obligation to perform under this contract shall be suspended for any period of time that sufficient funds are not available to meet the obligations as outlined in this agreement.

2.7 LEASE ENFORCEMENT AND SECURITY DEPOSITS

The agent shall use all reasonable efforts to ensure that all tenants comply with all terms of the leases. Agent agrees to institute all legal actions or proceedings for the collection of rents and other amounts, and for the enforcement of the terms of the lease, or the ousting or dispossessing of tenants or persons therefrom and agent is authorized to engage an attorney for any such matters. In the event that a tenant is delinquent in rent, the agent agrees to initiate eviction proceedings as soon as the legal time frame for late payment of rent has lapsed, unless otherwise directed by the owner.

The agent shall be entitled to designate a particular attorney and the owner agrees to pay for any legal fees incurred within ten (10) days of submission of the bill. Within thirty (30) days of termination of the tenancy, agent shall return to the tenant the remaining security deposit monies along with a written itemization of any deductions. The agent must hold security deposits in escrow on behalf of the owner. The owner agrees to hold agent harmless for any claims arising from any parties pertaining to security deposits, or any alleged or actual violations of RSA 540-A.

Owner represents to the agent that the rental unit meets all housing codes, zoning ordinances and federal, state, and local building life safety codes.

Post-Moveout Collections. Agent may, at agent's sole discretion, engage one or more debt collection companies or take other reasonable action to pursue outstanding debts owed by former tenants of the property, including but not limited to unpaid rent, fees, and charges for tenant-caused damage. Owner shall bear all costs associated with such collection efforts. Any net proceeds recovered through post-moveout collection activity shall be credited to the owner's property operating account after deduction of all collection costs and fees incurred by agent. Agent shall have no obligation to pursue post-moveout collections, and the decision to do so shall be entirely at agent's discretion.

Abandoned Tenant Property. Agent shall handle any personal property left behind by a tenant after the termination of a tenancy in accordance with applicable New Hampshire law, including but not limited to RSA 540-A:3(VIII). Agent may, at agent's sole discretion, dispose of, store, or otherwise manage abandoned tenant property as permitted by law. All costs associated with the removal, storage, and disposal of abandoned tenant property, including but not limited to labor, hauling, storage fees, and disposal fees, shall be at the owner's expense. Agent shall not be liable for any claims by former tenants or third parties related to the handling or disposal of abandoned property, provided that agent acted in compliance with applicable law. Owner shall indemnify, defend, and hold agent harmless from and against any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from the handling or disposal of tenant abandoned property at the property.

2.8 OWNER-FUNDED CAPITAL IMPROVEMENT PROJECTS

For any maintenance, repair, or capital improvement project with a total estimated cost exceeding \$1,000.00 that requires owner approval,

the following payment terms shall apply:

- **Upfront Funding.** Owner shall fund the full estimated project cost one hundred percent (100%) upfront prior to agent authorizing commencement of the work. Agent shall provide owner with a written estimate or contractor quote prior to requesting funding. Agent shall not be required to commence, authorize, or oversee any such project until the full estimated cost has been received by agent.
- **Deposit of Funds.** Owner shall deposit the required project funds into the property's operating account maintained by agent within five (5) business days of agent's request, unless a shorter timeframe is agreed upon in writing.
- **Cost Overruns.** If the actual cost of a project exceeds the original estimate, agent shall notify owner promptly and owner shall remit the additional funds within five (5) business days. Agent may suspend the project if additional funds are not received within this timeframe. Agent shall not be liable for any delays, damages, or costs resulting from owner's failure to provide timely funding.
- **Unused Funds.** Any funds deposited by owner for a project that exceed the actual cost of the project shall be returned to the owner in the next regular owner distribution.
- **No Obligation to Advance.** Under no circumstances shall agent be required to advance funds, guarantee payment to contractors, or otherwise assume financial responsibility for any capital improvement project on behalf of owner.

2.9 PEST CONTROL

Agent shall coordinate and manage all pest control services for the property. Agent shall engage a licensed pest control professional to provide treatment and prevention services, and the cost of such services shall be at the owner's expense.

Owner may designate a preferred pest control vendor, provided that the vendor holds all licenses and certifications required by the State of New Hampshire to perform pest control services. Owner shall provide agent with the vendor's contact information, proof of licensure, and proof of general liability insurance coverage prior to agent engaging such vendor. If the owner-designated vendor fails to respond to agent's requests in a timely manner, fails to maintain required licensure, or fails to perform services to a satisfactory standard, agent may, at its sole discretion, engage an alternative licensed pest control professional at owner's expense and without further consent from owner.

Mandatory Treatment. If agent receives a report of pest activity at the property from a tenant, vendor, inspector, or any other source, owner shall authorize and fund professional pest control treatment by a licensed pest control company. Failure to treat a reported pest issue is not an option and may constitute a violation of applicable housing codes and health regulations. If owner refuses to authorize or fund professional pest control treatment within five (5) business days of agent's notification of a reported pest issue, agent may, at its sole discretion: (i) authorize treatment at owner's expense without further consent from owner; or (ii) terminate this Agreement immediately upon written notice to owner. Owner's refusal or unreasonable delay in authorizing pest control treatment shall not relieve owner of liability for any resulting damages, fines, penalties, tenant claims, or habitability violations, and owner shall indemnify agent for any such consequences.

2.10 TAX REPORTING AND ANNUAL STATEMENTS

Annual Statements. In addition to the monthly statements required under Section 2.3, agent shall provide owner with an annual financial summary for the property within a reasonable period of time following the close of each calendar year. The annual summary shall include a recap of all income collected, expenses paid, and owner distributions made during the calendar year.

1099 Reporting. Agent shall issue IRS Form 1099 (or any successor form required by the Internal Revenue Service) to the owner for each calendar year in which owner receives reportable income, in accordance with applicable IRS deadlines and regulations. Owner shall provide agent with a completed IRS Form W-9 (or any successor form) prior to the Management Start Date, and shall promptly notify agent of any changes to owner's taxpayer identification information.

Additional Reports. Agent shall, upon reasonable request by owner or owner's tax professional, provide additional financial reports or documentation reasonably necessary for owner's tax preparation or compliance obligations. Agent reserves the right to charge a reasonable fee for the preparation of custom reports or documentation that falls outside the scope of agent's standard reporting, provided that agent notifies owner of such fee in advance.

2.11 OWNER AUDIT RIGHT

Owner shall have the right to audit the books, records, and financial accounts maintained by agent with respect to the property, subject to the following conditions:

- **Notice.** Owner shall provide agent with no less than thirty (30) days prior written notice of owner's intent to conduct an audit.
- **Frequency.** Owner may conduct an audit no more than once every two (2) years during the term of this Agreement.
- **Scope.** The audit shall be limited to books, records, and financial accounts directly related to the owner's property and the management thereof under this Agreement.
- **Timing and Location.** The audit shall be conducted during agent's normal business hours at a location designated by agent, or by electronic means if agent's records are maintained electronically.
- **Cost.** Owner shall bear all costs and expenses associated with the audit, including but not limited to the costs of any third-party auditor retained by owner, and all costs incurred by agent in preparing for and facilitating the audit, including staff time at agent's then-current hourly rate.
- **Confidentiality.** Owner and any third-party auditor retained by owner shall maintain the confidentiality of all information obtained during the audit and shall not disclose such information to any third party, except as required by law or as necessary for owner's tax or legal compliance. Prior to commencing any audit, owner shall cause any third-party auditor to execute a confidentiality and non-disclosure agreement in a form reasonably acceptable to agent. Agent may deny access to its records until a signed confidentiality

agreement has been received. Owner shall be liable for any breach of confidentiality by owner's auditor.

Agent shall cooperate reasonably with any audit conducted in accordance with this section. Nothing in this section shall require agent to disclose proprietary business information, internal processes, or records relating to other clients or properties managed by agent.

By initialing below, you acknowledge and agree to the terms in Section 2.

X _____
Initial Here

3. Compensation

3.1 COMPENSATION

Owner shall pay to the agent the following compensation:

Management Fee: Base Management Fee Percentage of all monthly income collected.

Definition of Income Collected. For purposes of calculating the Management Fee, "monthly income collected" shall include all rental income, pet rent, parking fees, storage fees, utility reimbursements, and any other recurring charges collected from tenants pursuant to the terms of their lease agreements. "Monthly income collected" shall also include late fees, NSF fees, lease break fees, tenant-paid convenience fees, or any other non-recurring charges or one-time fees. "Monthly income collected" shall not include security deposits, or application fees. Agent retains the right to reclassify income categories with thirty (30) days written notice to owner.

Management Fee During Vacancy. No Management Fee shall be charged on vacant units during any period in which no rental income is collected from such units. For the avoidance of doubt, the Management Fee is calculated solely on income actually collected, and the absence of collected income from a vacant unit results in no Management Fee obligation for that unit during the vacancy period.

Late Fees. Any late fees collected from tenants for overdue rent payments shall be credited to the owner's property operating account. The Management Fee shall apply to late fees collected, calculated at the same percentage rate applied to monthly income collected. Agent shall use reasonable efforts to collect late fees in accordance with the terms of each tenant's lease agreement, but agent does not guarantee the collection of any late fees.

NSF and Returned Payment Fees. In the event that a tenant's payment is returned for non-sufficient funds, a closed account, or any other reason, agent shall charge the tenant an NSF or returned payment fee in accordance with the terms of the tenant's lease agreement and applicable law. All NSF and returned payment fees collected from tenants shall be retained by agent to offset bank charges, administrative costs, and processing expenses incurred by agent as a result of the returned payment. Owner shall have no claim to NSF or returned payment fees collected by agent. If agent incurs bank charges related to a returned payment, agent may deduct the amount from the owner's property operating account.

Leasing Fee: Three Quarters (3/4) of the first full month's rent on a one year lease agreement or longer. Any lease less than one year, as agreed by owner, will have a prorated lease fee based on the lease term. *

* If a lease is terminated by the tenant or the owner prior to the end of the lease term, there shall be no return of any portion of the rental commission. However, no leasing commission will be charged more than once to the same apartment within a 12 month period if a one year lease agreement was signed. Agent agrees to make a best effort attempt to collect from the tenant all rent and other charges due as stated in the lease agreement. Legal fees and collection costs are at owner's expense.

Renewal Fee: For any existing resident that signs a new lease agreement with a term of twelve (12) months or longer, including a resident who is currently on a month-to-month tenancy and signs a new lease of twelve (12) months or longer, the agent will receive 10% of one month's rent as a renewal fee. The renewal fee applies each time a resident executes a new lease of twelve (12) months or longer, regardless of whether the resident was previously on a fixed-term or month-to-month agreement. For clarity, the execution of a new month-to-month lease agreement or the continuation of an existing month-to-month tenancy shall not be treated as a renewal and shall not trigger a renewal fee.

The first month's rent check and all subsequent rents shall be payable to <<Company Name>> and applied towards the commission and any outstanding advertising costs and expenses associated with the subject property. Any balance remaining, will be deposited into owner's account in accordance with section 2.3 and 2.4. In the event there is ever a balance owed the agent for which the agent does not hold sufficient funds, agent shall bill such balance to the owner and payment shall be due within 30 days.

For Maintenance: Performance of minor carpentry, plumbing and electrical repairs and cleaning upon tenant's vacating of premises shall be charged as shown on the attached Exhibit A. The rates shown on Exhibit A are subject to change with 30 days notice. If owner has a preference as to the use of specific outside contractors or prefers to perform these maintenance duties himself, owner should list these contractors / persons separately as Exhibit B and agent agrees to use the contractors or persons listed unless directed otherwise by the owner. Extraordinary repairs and services not customarily a part of the usual services performed by managing agent, shall be contracted out

or performed by agent upon agent receiving consent by owner; unless however, such repairs or services are provided in conjunction with what agent reasonably considers to be an emergency. Agent shall provide owner with notice of any emergency repairs or services within a reasonable period of time.

Fee Adjustment: Agent reserves the right to adjust any fees set forth in this Agreement, including but not limited to the Management Fee, Leasing Fee, Renewal Fee, and any fees listed on Exhibit A, upon providing owner with thirty (30) days written notice. The adjusted fees shall take effect on the date specified in the notice. Owner's continued use of agent's services following the effective date of the fee adjustment shall constitute acceptance of the adjusted fees. If owner does not agree to the adjusted fees, owner may terminate this Agreement in accordance with Section 4.

By initialing below, you acknowledge and agree to the terms in Section 3.

X _____
Initial Here

4. Termination of Agreement

4.1 TERMINATION OF AGREEMENT

This agreement may be terminated, and the obligations of the parties hereunder shall thereupon cease, upon the occurrence of any one of the following circumstances:

- In the event of a bona fide sale, condemnation or abandonment of the premises, this agreement shall terminate without prior notice to either party unless otherwise agreed to in writing by the parties.
- Upon the filing by the owner or agent of a petition in bankruptcy or if either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party may terminate this agreement by sending written notice to the other party.
- If the owner shall fail to comply with any rule, order, determination, ordinance, or law of any federal, state or municipal authority, the agent may terminate this agreement upon ten (10) days written notice.
- If either party shall fail to comply with the terms of this agreement or any leases incorporated herein, either party may, upon ten (10) days written notice, terminate this agreement.
- If either party provides thirty (30) days written notice to the other party of intent to terminate this property management agreement for any other reason.
- Upon the filing of a foreclosure action, the recording of a notice of default, or the commencement of any other legal proceeding by a lender or lienholder to enforce a mortgage, deed of trust, or other security interest encumbering the property, agent may terminate this Agreement immediately upon written notice to owner. Owner shall promptly notify agent in writing of any mortgage default, notice of default, foreclosure filing, or any communication from a lender indicating that foreclosure or enforcement proceedings are imminent or have been initiated. Owner's failure to provide such notice shall constitute a material breach of this Agreement. Upon learning of a foreclosure filing or related enforcement action, agent shall have no obligation to continue collecting rent, remitting funds to owner, or performing management services, and agent shall not be liable for any losses, damages, or tenant claims arising from agent's cessation of services following a foreclosure event. All fees, costs, and expenses owed to agent through the date of termination shall remain due and payable. Owner shall indemnify, defend, and hold agent harmless from and against any claims, losses, damages, or expenses (including reasonable attorneys' fees) arising from owner's mortgage default, foreclosure, or failure to notify agent of same.

Notwithstanding any termination pursuant to this Section 4, owner and agent agree to work cooperatively to complete all accounting and transactions pending as of the termination date and for agent to return funds due to owner and all documentation and information held by agent for owner's properties. Final owner payment will be mailed to the owner's address by a paper check. If for any reason a check needs to be reissued a \$35 fee will be deducted from owner's funds to cover the stop check fees charged by the bank.

Owner shall pay agent a fee equal to \$50 per unit to facilitate property close out including providing final reporting documents, all documents pertaining to residents, property keys, checks for owner funds and management held security deposits.

4.2 TERMINATION OBLIGATIONS AND FEE SETTLEMENT

Upon termination of this Agreement for any reason, the following provisions shall apply in addition to the existing termination provisions:

- Pre-Termination Obligations. Owner shall remain liable for all fees, costs, and expenses incurred or committed by agent prior to the effective date of termination, including but not limited to Leasing Fees for tenants placed during the notice period, Management Fees earned through the termination date, maintenance and repair costs authorized or commenced prior to termination, and any third-party contractor obligations committed prior to the termination date.
- Outstanding Balances. Any outstanding balance owed by owner to agent shall be due and payable in full within ten (10) days of the effective date of termination. Agent may deduct any outstanding balance from funds held on behalf of owner before making a final disbursement.
- Final Disbursement. Agent shall withhold final disbursement of owner's funds until all outstanding charges, fees, and expenses have been fully reconciled and deducted. Final reconciliation and disbursement shall be completed within sixty (60) days of the effective

date of termination.

- Survival. The indemnification, insurance, and liability limitation provisions of this Agreement shall survive termination.
- Owner Transition Obligations. Upon termination of this Agreement, owner shall be solely responsible for completing the following tasks no later than the effective date of termination: (i) transferring all property-related utility accounts, vendor accounts, and recurring service agreements to owner's name, a successor property manager, or another designated party; (ii) notifying all tenants in writing of the change in management, including the identity and contact information of the successor manager or owner, and providing updated instructions for rent payments, maintenance requests, and emergency contacts; (iii) establishing a new trust account or designating an account for the receipt of security deposits and tenant funds from agent; (iv) coordinating with agent to transfer all property keys, access codes, and electronic lock credentials; and (v) completing any other management transfer tasks reasonably necessary to ensure a smooth transition of property management responsibilities.
- Consequences of Owner Delay. If owner fails to complete the transition obligations described above by the effective date of termination, agent shall have no obligation to continue performing management services after the termination date, and agent shall not be liable for any damages, losses, tenant complaints, missed rent collections, service interruptions, or other consequences resulting from owner's failure to complete a timely transition. Agent may, at its sole discretion, continue to perform limited management functions during any transition delay at owner's expense, billed at agent's then-current hourly rate in addition to any Management Fees earned through the termination date.

4.3 CROSS-DEFAULT

If owner and agent are parties to multiple property management agreements (each an "Other Agreement"), a material breach or default by owner under any Other Agreement shall constitute a default under this Agreement. In the event of a cross-default, agent may, at its sole discretion, exercise any or all of the following remedies:

- Suspend performance under this Agreement and/or any Other Agreement until the default is cured.
- Terminate this Agreement and/or any Other Agreement upon ten (10) days written notice to owner.
- Offset any amounts owed by owner under any Other Agreement against funds held by agent under this Agreement, or offset amounts owed under this Agreement against funds held under any Other Agreement.

For purposes of this section, "material breach" includes but is not limited to: failure to fund required reserves, failure to pay outstanding balances within the timeframes specified in the applicable agreement, failure to maintain required insurance coverage, unauthorized leasing activity, and any other default that would entitle agent to terminate the applicable agreement.

Owner acknowledges that agent manages multiple properties for owner as part of an integrated management relationship, and that a default on one property may affect agent's ability to manage other properties effectively. This cross-default provision is a material inducement for agent to enter into this Agreement and any Other Agreements with owner.

By initialing below, you acknowledge and agree to the terms in Section 4.

X _____
Initial Here

5. Indemnification and Insurance

5.1 INDEMNIFICATION AND INSURANCE

Owner Indemnity. Owner shall indemnify, defend, and hold agent harmless from all suits or other claims, including reasonable attorneys' fees and costs, in connection with the property or the management thereof and from liability for damages to property and injuries to or death of person, except if such claim arises due to the negligence or willful misconduct of the agent, its employees or agents.

Owner's Liability Insurance. Owner shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the property) and such other insurance as applicable or as owner deems necessary or appropriate, subject to the following minimum coverage requirements:

- Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Property/Hazard insurance covering the full replacement cost of the building(s) and any owner-provided contents; and
- Such other insurance as may be required by owner's lender, applicable law, or as agent may reasonably request.

Such insurance policies shall name both owner and agent as additional insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to agent and owner.

Proof of Insurance. Owner shall provide agent with certificates of insurance evidencing such coverage and additional insured status, or with duplicate copies of such policies, within five (5) days from the date of execution of this Agreement. Owner shall provide agent with updated certificates of insurance on an annual basis, no later than ten (10) days after the renewal date of each policy.

Cancellation and Changes. Said policies shall provide that notice of default, cancellation, non-renewal, or material change in coverage shall be sent to agent as well as to owner and shall require a minimum of thirty (30) days' written notice to agent before any cancellation of or changes to said policies. Owner shall provide agent with prompt written notice of any cancellation, non-renewal, or material change in coverage.

Failure to Maintain Insurance. If owner fails to maintain the required insurance coverage or fails to provide agent with proof of insurance as required by this section, agent may, at its sole discretion: (i) purchase insurance on behalf of owner at owner's expense and deduct the cost from the property's operating account; (ii) suspend agent's obligations under this Agreement until owner provides proof of compliant insurance coverage; or (iii) terminate this Agreement immediately upon written notice.

Litigation Expenses. Owner shall pay all expenses incurred by agent including, but not limited to, agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent agent or owner in any proceeding or suit involving any alleged or actual violation by agent or owner, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, lead paint, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, owner shall not be responsible to agent for any such expenses in the event agent's actions constitute direct and knowing violations of law and are contrary to the directions of the owner. Nothing contained in this agreement shall obligate agent to employ legal counsel to represent the owner in any such proceeding or suit.

Agent's Insurance. Agent shall maintain, at its expense, a general liability policy of insurance as well as all other insurances as are required by law, including workers' compensation coverage. Agent shall provide a certificate of such insurance to owner upon the execution of this agreement and from time to time upon request from owner.

5.2 INDEMNIFICATION FOR CONTRACTOR-RELATED MATTERS

Owner shall indemnify, defend, and hold harmless agent, its affiliates, officers, directors, employees, agents, successors, and assigns (collectively, the "agent indemnitees") from and against any and all claims, demands, actions, suits, liabilities, losses, damages, fines, penalties, costs, and expenses (including but not limited to reasonable attorneys' fees, court costs, expert witness fees, and settlement amounts) (collectively, "Losses") arising out of or related to:

- any work performed by a contractor hired on owner's behalf not being completed;
- any such work not being performed to a satisfactory standard;
- any such work not being performed in a timely manner;
- any fees, fines, or penalties imposed due to a contractor's failure to obtain required permits, maintain necessary licenses, or comply with applicable laws, regulations, or codes;
- any other acts, omissions, negligence, misconduct, or violations of law by a contractor or its subcontractors, employees, or agents.

For the avoidance of doubt, agent shall not be obligated to provide any reimbursement, insurance coverage, refunds, credits, or other compensation to owner or any third party for any contractor failures described above, nor shall agent assume or accept any liability therefor. Agent will use commercially reasonable efforts to select qualified contractors, verify their performance, and assist owner in protecting their interests (including by recommending oversight or inspections where appropriate), but agent does not guarantee, warrant, or assume responsibility for the quality, timeliness, completeness, legality, or compliance of any contractor's work. Owner acknowledges that contractors are independent third parties and that owner bears ultimate responsibility for any risks associated with their properties.

This indemnification shall not apply to the extent any Losses are caused by the gross negligence or willful misconduct of agent or its direct employees (excluding contractors). In no event shall agent be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, business interruption, or diminution in property value, even if advised of the possibility thereof. Owner shall promptly notify agent in writing of any claim or potential claim subject to this indemnification, and agent shall have the right (but not the obligation) to participate in the defense thereof at its own expense. The obligations under this subsection shall survive the expiration or termination of this Agreement for any reason.

5.3 INDEMNIFICATION AND PROTECTION FROM PARTNERSHIP AND OWNERSHIP DISPUTES

For purposes of this section, if the owner is a partnership, limited liability company, corporation, trust, or any other entity with multiple owners, partners, members, shareholders, trustees, or beneficiaries (collectively, "Partners"), the following provisions shall apply to protect the agent from any issues related to the owner's internal structure, governance, or disputes:

- **Representation of Authority.** The individual(s) signing this Agreement on behalf of the owner represent and warrant that they have full power and authority to enter into this Agreement and bind the owner and all partners without further consent or approval. The owner shall provide, upon request, evidence of such authority (e.g., partnership agreement excerpts, resolutions, or organizational documents). However, the agent shall have no independent duty to verify or investigate such authority, and the agent's reliance on this representation shall be absolute and without liability.
- **No Responsibility for Internal Matters.** The agent shall not be responsible or liable for: (i) determining who the managing partner, authorized representative, or decision-maker is among the Partners; (ii) resolving, mediating, or participating in any disputes, disagreements, or claims among the Partners (including but not limited to breaches of fiduciary duties, partnership agreements, or ownership interests); (iii) any damages, losses, or harms caused to the partnership, entity, or any Partners by the actions or omissions of any other Partner(s); or (iv) any tax, accounting, regulatory, or governance obligations related to the owner's entity structure.
- **Reliance on Instructions.** The agent may rely solely and exclusively on instructions, approvals, or directives provided by the

individual(s) signing this Agreement or any person(s) designated in writing by the owner as an authorized representative (the "Designated Representative"). The agent shall have no obligation to seek confirmation from other Partners, resolve conflicting instructions, or investigate the validity of any such instructions. In the event of conflicting instructions from multiple Partners, the agent may, at its sole discretion, suspend any related actions (e.g., disbursements, maintenance decisions, or tenant communications) until the owner provides written resolution of the conflict, and the agent shall not be liable for any delays, costs, or damages resulting from such suspension. All costs incurred by the agent due to such conflicts (including legal fees) shall be borne by the owner.

- Distribution of Funds and Reports. The agent shall distribute any funds, reports, statements, or communications solely to the Designated Representative, and shall have no liability if other Partners claim entitlement to or dispute such distributions. The owner shall ensure that the Designated Representative handles internal distributions among Partners, and the agent shall not be involved in or liable for any internal allocation disputes.
- Indemnification. The owner agrees to indemnify, defend, and hold harmless the agent, its officers, directors, members, employees, agents, affiliates, successors, and assigns (collectively, the "agent Indemnitees") from and against any and all claims, demands, actions, suits, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of, related to, or in connection with: (i) any disputes, disagreements, or litigation among the Partners; (ii) any challenge to the authority of the signing individual(s) or Designated Representative; (iii) any actions taken or omitted by the agent in good faith reliance on instructions from any Partner or the Designated Representative, even if such instructions are later disputed or deemed unauthorized by other Partners or a court; (iv) any breaches of duties, agreements, or obligations among the Partners; (v) any damages or harms caused by one or more Partners to the partnership, entity, or other Partners; or (vi) any other matters pertaining to the owner's internal affairs, governance, or entity structure. This indemnification shall survive the termination or expiration of this Agreement.
- Additional Protections. The owner acknowledges that the agent is not a party to any partnership or entity agreements among the Partners and has no fiduciary or other duties to individual Partners beyond those expressly set forth in this Agreement. The agent shall not be required to obtain signatures or consents from all Partners for any amendments, notices, or actions under this Agreement unless specifically required by law. If any Partner initiates legal action against the agent related to the matters covered in this section, the owner shall promptly reimburse the agent for all defense costs, regardless of outcome.

5.4 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, agent's total aggregate liability to owner for any and all claims, losses, damages, or expenses arising out of or related to this Agreement or agent's performance hereunder shall not exceed the total management fees actually paid by owner to agent during the twelve (12) month period immediately preceding the event giving rise to owner's claim. In no event shall agent be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to lost profits, lost rental income, business interruption, or diminution in property value, even if agent has been advised of the possibility of such damages.

By initialing below, you acknowledge and agree to the terms in Section 5.

X _____
Initial Here

6. Property Disclosures

6.1 PROPERTY DISCLOSURES

Hazards and Discriminatory Practices. Owner agrees to disclose to agent the existence of known lead paint hazards, asbestos and other harmful or hazardous substances present or stored on the premises. Owner further agrees to remove any such harmful or hazardous substances at owner's expense. Owner agrees to hold agent harmless and indemnify agent against any and all claims including costs and attorney's fees arising from the existence of harmful or hazardous substances on the premises. Owner further agrees that, insofar as the local zoning ordinances and structural aspects of the premises permit, owner will not discriminate, nor cause the agent to discriminate, on the basis of race, national origin, ethnic background, religion, age, sex, family composition or socio-economic factors in the renting of the premises. Owner acknowledges that agent is an equal opportunity employer and agent must abide by all fair housing laws including the duty to make reasonable accommodations when necessary. Owner agrees to hold agent harmless and indemnify agent against any and all claims arising from owner's negligent or willful discriminatory practices in the renting of the premises.

Lead Paint Disclosure. Agent is required by federal law to inform owner of owner's obligation to comply with and to ensure compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require disclosure of information on lead-based paint hazards before the sale or lease of most housing built before 1978. The owner/lessor is required to complete the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (attached)" if the property was constructed before 1978. The owner/lessor certifies to the agent that the owner/lessor has disclosed all information to agent regarding lead-based paint hazards and that the information contained in the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" as completed by the owner/lessor is true and accurate to the best of their knowledge. Agent has provided owner with the EPA pamphlet entitled "Protect Your Family from Lead in Your Home" published by the United States Environmental Protection Agency. Owner/Lessor has been advised by the agent of the obligations under the Lead Based Paint Pre-Renovation Education Rule.

The Premises covered by this Agreement may be constructed before 1978 and would be subject to the Residential Lead-Based Paint Hazard Reduction Act of 1992. Owner has no knowledge of any lead-based paint and/or lead-based paint hazards in the leased premises and/or the property, unless explicitly stated otherwise.

Radon Gas Disclosure. As required by law, owner makes the following disclosure:

“Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from your county public health unit.”

Mold Disclosure. Owner shall disclose to agent the existence of any known or suspected mold conditions at the property, including but not limited to prior mold remediation work, ongoing moisture or water intrusion issues, and any tenant complaints related to mold. Owner acknowledges that mold can develop as a result of deferred maintenance, water intrusion, inadequate ventilation, and other property conditions, and that the presence of mold may give rise to tenant health claims, habitability disputes, and regulatory violations. Owner shall be responsible for the cost of all mold testing, assessment, remediation, and prevention measures at the property. If agent becomes aware of a suspected or confirmed mold condition at the property, agent shall notify owner, and owner shall authorize and fund professional mold assessment and remediation within five (5) business days of agent's notice. If owner fails to authorize or fund mold remediation within this timeframe, agent may, at its sole discretion: (i) authorize remediation at owner's expense without further consent from owner; or (ii) terminate this Agreement immediately upon written notice to owner. Owner agrees to indemnify, defend, and hold agent harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any mold or moisture-related conditions at the property, including but not limited to tenant health claims, habitability claims, and any alleged or actual violations of applicable health, housing, or environmental codes, except to the extent caused by agent's gross negligence or willful misconduct.

Communication and notices. Each of the parties may communicate with the other by electronic means under mutually agreeable terms. All notices, consents, waivers and other communications required or permitted by this agreement must be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title).

6.2 OWNER REPRESENTATIONS AND WARRANTIES

Owner represents and warrants to agent, as of the date of this Agreement and on an ongoing basis throughout the term, that:

- **Title and Authority.** Owner has clear and marketable title to the property, or has the legal authority to enter into this Agreement and bind the property, and that there are no undisclosed liens, encumbrances, or title defects that would materially affect agent's ability to manage the property.
- **Pending Litigation.** There are no pending or threatened lawsuits, claims, or legal proceedings related to the property, its tenants, or its operation, other than those disclosed to agent in writing prior to execution of this Agreement. Owner shall promptly notify agent in writing of any new lawsuits, claims, or legal proceedings that arise during the term of this Agreement.
- **Existing Leases.** All existing leases, rental agreements, and tenant arrangements affecting the property have been disclosed to agent, and true and complete copies have been provided to agent prior to the Management Start Date.
- **Regulatory Compliance.** The property is not subject to any rent control, affordable housing, or government subsidy programs or regulatory agreements unless explicitly disclosed to agent in writing prior to execution of this Agreement. If the property is subject to any such programs or agreements, owner shall provide agent with all relevant documentation and compliance requirements.
- **Tax Obligations.** All real estate taxes, assessments, and other governmental charges related to the property are current, and owner shall maintain all such obligations in good standing throughout the term of this Agreement. Owner shall promptly notify agent of any tax delinquency or lien that may affect the property.
- **Accuracy.** All information provided by owner to agent regarding the property, including but not limited to rent rolls, financial statements, lease documents, and property condition disclosures, is true, accurate, and complete to the best of owner's knowledge.
- **Ongoing Duty to Disclose.** Owner has an ongoing duty to promptly disclose to agent any material changes in the representations and warranties set forth in this section.

Owner agrees to indemnify, defend, and hold agent harmless from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any breach of the representations and warranties in this section.

By initialing below, you acknowledge and agree to the terms in Section 6.

X _____
Initial Here

7. Other Terms

7.1 ELECTRONIC LOCKS

To enable efficient management of the property, owner agrees to allow agent to install electronic deadbolt door locks on all doors to the common areas of the property, as well as on all doors to the apartment units of the property, at the owner's expense. The cost will depend on the market price of the electronic lock, plus the Markup on Supplies shown in Exhibit A, and on the labor hours incurred for the installation, billed at the rate shown in Exhibit A.

This requirement does not apply if the property belongs to a homeowners association that does not permit the installation of electronic locks.

7.2 TENANT REPLACEMENT GUARANTEE

If agent sources a tenant and leases a unit of the property to the tenant, and the tenant vacates the unit for any reason during their first 12-month lease and fails to pay the Lease Break Fee as defined in the lease agreement, agent must source a new tenant and lease the unit to the tenant, and shall not collect the Leasing Fee as shown in section 3.1.

7.3 MINIMUM RENTAL UNIT STANDARDS

By signing this Management Agreement, owner agrees to allow agent to take the necessary action to bring owner's vacant units up to the below standards before agent will list the units for rent:

- Property professionally cleaned and free of trash and debris, inside and outside.
- HVAC system to be in good operating condition, with a new filter installed.
- All mechanical elements including appliances operating as designed.
- Caulking in kitchen and bathrooms shall be clean and free of mildew.
- Doors and locks all functioning properly.
- Windows must open, close, and lock properly and window screens be in good condition.
- Window coverings functioning (opening and closing properly). No broken or missing blinds, old or worn drapes removed/replaced, and curtain rods well anchored.
- Painted wall surfaces in good condition free of nail holes, scuffs, mis-matched touch ups, and/or scratches.
- Carpet professionally steam cleaned or replaced if too heavily stained.
- All hard floors free of holes, rips, scrapes, or scratches, and in safe condition.
- Electrical outlets, switches, and light fixtures/ceiling fans all working properly.
- All light bulbs functional and matching.
- Locks rekeyed or recoded between tenancies.
- Smoke and carbon monoxide detectors installed per state requirements.
- No personal property or items in the unit. This includes furniture, knickknacks, toiletries, shower curtains, Kleenex boxes, kitchen or bathroom items, soap dispenser, pictures, lawn equipment, lawn mowers, tools, etc.
- All local and state ordinances regarding cleanliness and safety are met, including any required by the local municipality.

7.4 EXTERIOR SIGN

The agent is permitted to install a sign on the exterior of the building that displays the agent's contact information.

7.5 UTILITY BILLS & PAYMENTS

The agent requires that the property's utility bills for any house / common area meters, vacant units, and units whose utilities are to be paid by the owner according to the lease in place, are set up with the utility companies to be mailed to the agent's office, and are paid by agent, on the owner's behalf.

This policy allows agent to ensure that utilities are switched over to be paid by the owner in a timely manner upon move-outs (to avoid shut-offs and late fees), and to ensure that utilities are properly billed back to tenants when necessary.

Additionally, the owner agrees to indemnify and hold harmless the agent for any unpaid utility bills, and any late fees, fines, or penalties associated with such utility bills.

7.6 ASSIGNMENT

Agent may assign this Agreement, in whole or in part, upon providing thirty (30) days' prior written notice to the owner. Upon such assignment, the assignee shall assume all rights and obligations of the agent under this Agreement, and the agent shall be released from any further liability hereunder arising after the effective date of the assignment. The owner may decline the assignment and terminate the management agreement, but will not otherwise unreasonably withhold consent to such assignment.

7.7 BANK EARNINGS CREDITS, CREDIT CARD REWARDS, & VENDOR BENEFITS

Owner acknowledges and agrees that agent maintains one or more operating accounts at a financial institution of agent's choosing for the purpose of receiving, holding, and disbursing funds related to owner's Property and the properties of agent's other clients. Owner further acknowledges and agrees to the following:

Earnings Credits. Agent's financial institution may provide earnings credits or other monetary benefits to agent based on the balances maintained in agent's operating accounts. These earnings credits will be used to offset bank service charges, fees, and other expenses incurred by agent in connection with the administration of its accounts and the operation of its business. Owner acknowledges that such earnings credits are a benefit received by and belonging exclusively to agent. Owner shall have no claim to or right to receive any portion of any earnings credits or other monetary benefits generated by funds held in agent's accounts, including funds attributable to owner's Property.

Credit Card Cash Back, Points, and Rewards. Agent may use a business credit card to pay certain expenses on behalf of owner's Property, including but not limited to maintenance, repairs, supplies, and vendor invoices. agent's credit card issuer may provide cash back, points, rewards, or other incentive benefits to agent based on such purchases. Owner acknowledges that any cash back, points, rewards, or other incentive benefits earned on agent's credit card are a benefit received by and belonging exclusively to agent. Owner shall have no claim to, interest in, or right to receive any portion of any such cash back, points, rewards, or incentive benefits, regardless of whether the underlying expenditure was incurred on behalf of owner's Property.

Vendor Rewards, Points, Perks, and Benefits. Agent may purchase goods and services from various vendors, suppliers, and retailers (including but not limited to home improvement stores, hardware suppliers, appliance dealers, and service providers) on behalf of owner's Property. Such vendors may offer agent loyalty points, rewards, perks, discounts, rebates, promotional benefits, or other incentives based on agent's purchasing volume or relationship with the vendor. Owner acknowledges that any such vendor-provided points, rewards, perks, discounts, rebates, or other benefits are a benefit received by and belonging exclusively to agent. Owner shall have no claim to, interest in, or right to receive any portion of any such vendor rewards or benefits, regardless of whether the underlying purchase was made on behalf of owner's Property.

No Effect on Owner Charges. Agent represents that the amounts charged to owner for expenses paid by credit card or through vendor accounts shall not exceed the actual cost of the goods or services purchased. Agent's receipt of earnings credits, credit card rewards, or vendor benefits shall not result in any markup or surcharge to owner.

Comingling of Funds. Owner acknowledges that agent may hold funds belonging to multiple property owners in a single operating account and that earnings credits are calculated on the aggregate balance of such account. Agent shall maintain accurate records of each owner's funds in accordance with applicable law.

7.8 TECHNOLOGY AND SOFTWARE FEES

Agent utilizes property management software and technology platforms of agent's choosing to manage owner's property, including but not limited to platforms for rent collection, tenant communication, maintenance coordination, accounting, and leasing. Owner acknowledges and agrees that:

- Agent may change or upgrade its technology platforms at any time without owner's consent.
- Any tenant-facing fees charged through agent's technology platforms, including but not limited to application fees, tenant screening fees, online payment convenience fees, resident benefits packages, and renter's insurance enrollment fees, are set by and retained by the agent.
- Owner shall not be charged any additional fee for agent's use of property management software or technology platforms, as such costs are included in the Management Fee, unless otherwise notified in writing.
- Owner agrees to cooperate with Agent in onboarding the property onto agent's technology platforms, including but not limited to providing access credentials for utility accounts and other vendor accounts as requested by agent.

7.9 DATA AND RECORDS RETENTION

Record Retention. Following termination of this Agreement, agent shall retain copies of all financial records, tenant files, lease documents, maintenance records, and other property-related documents for a period of seven (7) years, or such longer period as may be required by applicable law, for tax, legal, and regulatory purposes. Agent may retain such records in electronic format.

Ownership of Systems and Processes. Owner acknowledges that agent's proprietary property management systems, processes, workflows, templates, forms, and software configurations are the exclusive property of agent. Nothing in this Agreement grants owner any right, title, or interest in agent's proprietary systems or intellectual property.

Data Export Upon Termination. Upon termination of this Agreement, agent shall provide owner with property-related records in a standard format within a reasonable period of time. If owner requests records in a custom format or requires additional data extraction beyond what agent provides in its standard closeout process, such work shall be performed at owner's expense at agent's then-current hourly rate.

Tenant Data. Agent may retain anonymized or aggregated data derived from the management of owner's property for agent's internal business purposes, including but not limited to market analysis, benchmarking, and improvement of agent's services.

7.10 FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (other than the obligation to pay money) if such failure or delay results from circumstances beyond the reasonable control of the affected party, including but not limited to natural disasters, pandemics, epidemics, government orders or restrictions, civil unrest, acts of terrorism, labor strikes, utility failures, or any other events of force majeure. The affected party shall provide prompt written notice to the other party of such event and shall use reasonable efforts to resume performance as soon as practicable. During any period of force majeure, the affected party's obligations under this Agreement shall be suspended without liability. If a force majeure event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

7.11 REGULATORY AND COMPLIANCE CHANGES

Owner acknowledges that federal, state, and local laws, regulations, ordinances, and compliance requirements affecting the management, leasing, and maintenance of residential rental property may change from time to time. In the event that new or amended regulations materially increase agent's management burden, cost of compliance, or scope of required services, agent may, upon thirty (30) days written notice to owner:

1. Adjust the Management Fee or other fees to reflect the increased cost of compliance.
2. Pass through to owner, at cost, any direct compliance-related expenses, including but not limited to registration fees, inspection fees, licensing fees, required testing or certification costs, and required disclosures or filings.
3. Modify management procedures as necessary to comply with the new or amended regulations.

Owner shall cooperate with agent in meeting all applicable regulatory and compliance requirements and shall reimburse agent for any fines, penalties, or costs incurred by agent as a result of owner's failure to cooperate or comply.

7.12 PET POLICY AND ANIMAL-RELATED LIABILITY

Pet Policy Authority. Agent is authorized to establish and enforce pet policies for the property, including setting pet deposits, pet fees, pet rent, and restrictions on pet types, breeds, sizes, or number of pets, in agent's sole discretion and consistent with applicable law.

Assistance Animals. Owner acknowledges that federal and state fair housing laws require reasonable accommodations for assistance animals (including service animals and emotional support animals), and that such animals are not subject to pet policies, pet fees, or pet deposits. Agent shall handle all assistance animal accommodation requests in accordance with applicable law, and owner shall not interfere with or override agent's handling of such requests.

Animal-Related Liability. Owner agrees to hold agent harmless and indemnify agent against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from animal-related damage to the property or injury to any person, including but not limited to damage caused by tenant pets or animals, claims by third parties related to animals at the property, and any disputes arising from the enforcement of pet policies or accommodation of assistance animals. Agent shall use reasonable efforts to enforce pet policies and collect pet-related deposits and fees, but agent does not guarantee the condition of the property against animal-related damage.

7.13 SUBCONTRACTING OF MANAGEMENT FUNCTIONS

Agent may subcontract or delegate specific management functions to qualified third parties without owner's prior consent, including but not limited to after-hours call center services, bookkeeping and accounting services, maintenance dispatch, leasing support, and other administrative or operational functions. Agent shall remain responsible for the overall management of the property and for ensuring that any subcontracted services are performed in accordance with the standards of this Agreement. The use of subcontractors shall not result in any additional fees to owner beyond those set forth in this Agreement, unless otherwise agreed in writing.

7.14 PHOTOGRAPHY AND MARKETING RIGHTS

Owner grants agent the right to photograph, video record, and create digital media of the property's interior and exterior for marketing and business purposes, including but not limited to property listings, agent's website, social media, marketing materials, case studies, portfolio presentations, and promotional content. This right shall apply during the term of this Agreement and shall survive termination of this

Agreement with respect to any media created during the term. Agent shall not be required to obtain additional consent from owner for each use of such media. Owner represents that owner has the authority to grant this right and that the exercise of this right will not violate any third-party rights or agreements.

7.15 USE OF ARTIFICIAL INTELLIGENCE AND AUTOMATED TOOLS

Disclosure of AI Use. Owner acknowledges and agrees that agent may use artificial intelligence ("AI") tools, machine learning systems, large language models, and other automated technologies (collectively, "AI Tools") in the performance of its management duties under this Agreement. AI Tools may be used for, but are not limited to, the following purposes:

- Drafting, reviewing, and managing correspondence with tenants, vendors, and owners, including lease-related communications, maintenance requests, and notices.
- Assisting with financial reporting, bookkeeping, rent roll analysis, and expense categorization.
- Supporting leasing operations, including marketing copy, listing descriptions, and applicant communication.
- Coordinating and scheduling maintenance, repairs, and vendor services.
- Analyzing lease terms, market conditions, and rental pricing.
- Document preparation, data organization, and record management.
- Any other administrative, operational, or analytical function that agent determines, in its sole discretion, may be improved or made more efficient through the use of AI Tools.

Human Oversight and Professional Judgment. Agent represents that AI Tools are used to augment, and not to replace, the professional judgment of agent's personnel. All material decisions regarding the property, including but not limited to tenant screening determinations, lease approvals, eviction recommendations, and expenditures requiring owner approval, shall involve human review and oversight by agent's qualified staff. Agent's use of AI Tools in connection with the management of the property shall not constitute a delegation or abdication of agent's management responsibilities under this Agreement.

Standard of Care. Owner acknowledges that agent's use of AI Tools in the management of the property is consistent with prevailing industry practices and does not constitute a breach of agent's duty of care, fiduciary obligations, or any other duty owed to owner under this Agreement or applicable law. Agent shall use AI Tools in a manner that is commercially reasonable and consistent with the standard of care exercised by competent property management professionals utilizing similar technologies.

Fair Housing Compliance. Agent shall not use AI Tools in any manner that violates applicable federal, state, or local fair housing laws, including but not limited to the Fair Housing Act, the New Hampshire Law Against Discrimination (RSA 354-A), or any local non-discrimination ordinances. Agent shall not rely solely on AI-generated outputs for tenant screening decisions, and all screening determinations shall be subject to human review to ensure compliance with applicable fair housing requirements.

Data Processing and Third-Party AI Platforms. Owner acknowledges that the use of AI Tools may involve the transmission of property-related data, tenant information, financial records, and other information related to the property to third-party AI platforms and service providers. Agent shall use commercially available AI platforms from established providers with industry-standard security practices. Agent shall not intentionally share owner or tenant data with AI platforms for the purpose of training public-facing models, and shall use commercially reasonable efforts to configure AI Tools in a manner that limits unnecessary data exposure. However, owner acknowledges that the specific data handling, retention, and security practices of third-party AI platforms are governed by each platform's own terms of service and privacy policies, which may change from time to time without notice to agent or owner.

Limitation of Liability for AI-Related Matters. Agent shall not be liable to owner for any losses, damages, claims, or expenses arising from or related to:

- Any data breach, security incident, unauthorized access, or data loss occurring at or caused by a third-party AI platform or service provider, provided that agent was using a commercially available AI platform with industry-standard security practices at the time of the incident.
- Any inaccuracy, error, or omission in information generated or processed by an AI Tool, provided that agent exercised reasonable human oversight as described in this section.
- Any changes to the functionality, availability, terms of service, data handling practices, or security protocols of a third-party AI platform that are outside of agent's reasonable control.
- Any delay, disruption, or failure in the performance of agent's obligations under this Agreement caused by the unavailability, malfunction, or discontinuation of an AI Tool, provided that agent takes reasonable steps to resume performance using alternative means.
- Any claim by a tenant, vendor, or third party arising from the use of AI Tools in connection with the management of the property, except to the extent caused by agent's gross negligence or willful misconduct.

Owner Indemnification for AI-Related Claims. Owner shall indemnify, defend, and hold harmless agent and its officers, directors, members, employees, agents, affiliates, successors, and assigns from and against any and all claims, demands, actions, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to any claim by a tenant, vendor, government agency, or other third party in connection with agent's use of AI Tools in the management of the property, except to the extent such claim is caused by agent's gross negligence or willful misconduct. This indemnification shall survive the termination or expiration of this Agreement.

Selection and Modification of AI Tools. Agent may select, adopt, modify, replace, or discontinue AI Tools at any time in its sole discretion and without prior notice to or consent from owner. Agent is not obligated to disclose the specific AI Tools, platforms, or vendors it uses, nor to provide owner with access to any AI-generated outputs, logs, or data unless otherwise required by this Agreement or applicable law.

Consistent with Section 7.8 of this Agreement, agent's selection and use of AI Tools is an operational decision within agent's sole discretion.

No Additional Fees. Owner shall not be charged any additional fee for agent's use of AI Tools, as such costs are included in the Management Fee, unless otherwise notified in writing in accordance with the Fee Adjustment provisions of Section 3.1.

Regulatory Changes Affecting AI Use. In the event that new or amended federal, state, or local laws or regulations materially restrict, regulate, or impose compliance obligations on the use of AI Tools in property management, agent may, upon thirty (30) days written notice to owner, adjust the Management Fee or other fees to reflect the increased cost of compliance, modify its use of AI Tools as necessary to comply with such regulations, or pass through to owner any direct compliance-related costs. This provision is supplemental to and consistent with Section 7.11 of this Agreement.

Survival. The limitations of liability and indemnification obligations set forth in this section shall survive the termination or expiration of this Agreement for any reason.

7.16 RENTER'S INSURANCE

Agent is authorized to require, as a condition of tenancy, that all tenants maintain a renter's insurance policy (also known as a tenant's or personal liability insurance policy) throughout the term of their lease. Agent may establish minimum coverage requirements, require that the policy name both agent and owner as interested parties, and require proof of coverage prior to move-in and upon renewal.

Agent may, at agent's sole discretion, enroll tenants in a renter's insurance program or resident benefits package offered through agent's property management platform or a third-party provider. Any premiums, fees, or charges associated with such enrollment shall be the responsibility of the tenant and shall not be charged to the owner. Agent shall retain any administrative fees, commissions, or revenue-sharing payments received from renter's insurance providers or resident benefits package providers.

Owner acknowledges that renter's insurance carried by tenants is not a substitute for owner's obligation to maintain property and liability insurance as required by Section 5 of this Agreement.

By initialing below, you acknowledge and agree to the terms in Section 7.

X _____
Initial Here

8. Expectations for Owners

8.1 PURPOSE OF THIS SECTION

This section (#8) explains the agent's style of management services. That is, it explains what owners can and should expect from hiring the agent to manage their properties. By signing this agreement, owner indicates understanding of and agreement to receiving the below style of management services from the agent.

8.2 HANDS-OFF PROPERTY MANAGEMENT

Agent provides "hands-off" property management services. That is, the agent does not notify the owner of every event occurring at or relating to the owner's property that the agent is aware of, such as every tenant communication and every lease violation. Rather, the agent will typically initiate communication with the owner in the cases listed below. The agent may choose to initiate communication with the owner in other situations not listed below. The owner is welcome to initiate contact with the agent about any issue at any time.

Cases in which the agent will typically initiate contact with the owner (not necessarily a comprehensive list):

1. Tenant's lease is up for renewal / renewal offer decision & lease terms needing approval.
2. Tenant gave notice to move out.
3. Unit turn scope of work needing approval.
4. Unit turn is complete.
5. Vacant unit lease terms needing approval.
6. Weekly vacant unit leasing activity.
7. Vacant unit is leased.
8. Non-unit turn construction project scope of work needing approval.
9. Non-emergency maintenance work costing over \$1,000 needing approval.
10. Recommended evictions & cash-for-keys offers needing approval.
11. Updates on evictions & cash-for-keys offers.
12. Quotes for contract services needing approval.

8.3 FULL-SERVICE PROPERTY MANAGEMENT

The agent is a "full-service" property management company, not an "à la carte" property management company.

This means that the agent provides services that cover nearly every responsibility that a property owner ordinarily has, and that the agent requires that the owner allows the agent to provide all of these services for the owner's property, as opposed to the owner choosing to perform some of these services himself and/or hire contractors himself.

However, the owner may himself provide services or hire contractors to provide services that the agent does not provide.

The agent providing all of these services itself allows the agent to manage the owner's property efficiently, effectively, and smoothly, providing a great experience for tenants, vendors, and the owner alike. When multiple entities are involved in the management process and duties are segregated it can lead to a lack of accountability and poor results.

8.4 OWNER TO CEASE COMMUNICATION WITH TENANTS

The agent requires that the owner ceases communication with the tenants of the property. The owner should not respond to any texts, emails, or calls from the tenants. In the case that the owner accidentally comes into contact with a tenant, the owner should limit communication with the tenant to "Please contact your property management company for all of your needs relating to the property." Notwithstanding the foregoing, this restriction shall not apply to communications that are required by a court order, government directive, or applicable law, provided that owner notifies agent in writing before or promptly after any such legally compelled communication occurs and provides agent with a copy of the relevant order or directive.

Requiring the tenants to contact the agent exclusively eliminates miscommunication and teaches tenants to contact the agent for all of their tenancy-related needs. This allows the agent to efficiently, effectively, and smoothly manage the owner's property and tenants.

8.5 AGENT'S MODES OF COMMUNICATION WITH OWNER

Agent's team communicates with owners primarily via email and phone call. During the sales process, agent may have communicated with owner via text message; owner should be aware that outside of agent's sales department, agent's team generally does not communicate with owners via text message.

Additionally, agent's team members, with the exception of agent's Property Management Team Lead (who serves as owner's main point of contact), are not required to use their personal cell phone numbers to communicate with owners. However, some team members may choose to call and text owners from their personal cell phone numbers.

Owner should expect to communicate with agent's team via email and phone calls to agent's team members' work phone numbers only, with the exception of agent's Property Management Team Lead. Email and phone calls remain the preferred methods of communication over text messages.

8.6 LANDSCAPING & SNOW REMOVAL MANAGEMENT

If owner does not make landscaping and snow removal at the property the tenant's responsibility, Agent allows owner to choose whether to manage landscaping and snow removal for their properties entirely themselves, or to have agent manage landscaping and snow removal for owner in the following manner:

Each late winter (for landscaping) and each late summer (for snow removal), agent will collect regional quotes from several landscaping/snow removal contractors for all of its properties in each of the four regions of agent's service area (Manchester area, Nashua area, Concord area, and Seacoast). These quotes include a separate price for each individual property. Then for each region, agent will choose the contractor whose quote for that region has the lowest total price. Owner is then billed the individual price that the contractor provided for owner's property. Owner may also, after receiving the price for their property from the contractor agent chose for their region, decide not to accept that quote and instead manage landscaping/snow removal themselves for the upcoming season.

Owners who begin working with agent in the middle of the landscaping or snow removal season can decide whether to have agent obtain a quote for landscaping/snow removal for owner's property from the contractor agent is using for their region this season (which owner can then decide whether to accept), or to manage landscaping/snow removal entirely themselves this season.

If owner already has a contract with a landscaping/snow removal contractor for the current or upcoming landscaping/snow removal season, owner must manage that contractor themselves for that season.

Owner "managing a landscaping/snow removal contractor entirely themselves" means that owner must source, vet, request quotes from, and pay the contractor themselves, as well as themselves ensure that the contractor is doing quality work, as agent will not be completing any of these tasks if owner chooses to opt out of agent's management of landscaping/snow removal for the given season.

Agent does not recommend making landscaping tenant responsibility, as it is difficult to enforce this policy and this policy often results in the landscaping not being taken care of, making the property unattractive, lowering tenant satisfaction, lowering the property's lease renewal rate, and deterring prospective tenants. Regarding making snow removal tenant responsibility, the tenant market generally accepts this for single family rentals, but not so much for multifamily rentals. Owner acknowledges he/she is aware that making snow removal

tenant responsibility for properties with large driveways will likely be unattractive to prospective tenants. Agent takes no responsibility for owner's property's reduced marketability as a result of owner choosing to make landscaping duties tenant responsibility.

8.7 EXCLUDED DUTIES

The following items are expressly excluded from agent's duties and responsibilities under this Agreement. Agent has no obligation to perform, manage, or oversee any of the following unless separately agreed to in writing:

- Personal property. Agent is not responsible for any personal property left at the property by the owner or prior tenants, including but not limited to furniture, lawnmowers, garden tools, rugs, appliances not included in the lease, or any other items not permanently affixed to the property.
- Mail and deliveries. Agent is not responsible for forwarding, retaining, delivering, or returning any mail, packages, or other postal items delivered to the property and addressed to the owner or prior tenants. It is the owner's responsibility to set up mail forwarding and update mailing addresses.
- Structural and ancillary items. Agent may request that owner address issues related to sheds, outbuildings, fences, gates, retaining walls, decks, patios, foundation walls, underground drains, and exterior painting or caulking. These items are outside the scope of routine property management unless otherwise agreed.
- Landscaping and grounds beyond routine maintenance. Shrubbery, plantings, tree removal or trimming, irrigation systems, and other grounds work beyond basic lawn care and snow removal (if applicable) shall be the owner's responsibility if agent provides notice.
- Insurance claims. Agent will cooperate with owner and owner's insurer as reasonably requested, but the management and pursuit of insurance claims is the owner's responsibility.
- Property performance analysis. Agent does not provide investment analysis, return-on-investment calculations, or financial performance reviews of the property. Owner is responsible for establishing the overall investment and ownership strategy for the property.
- Pre-leasing. Agent does not advertise or show occupied units for rent prior to the current tenant vacating, unless otherwise agreed in writing.
- Excessive bids. Agent is not required to obtain more than three quotes or bids for maintenance or repair work.
- Warranties. Agent is not obligated to utilize any home warranties or appliance warranties.
- Sales and financing activity. Agent may assist with, but is not responsible for any activity related to the sale, refinancing, or appraisal of the property, including but not limited to coordinating inspections, providing access for appraisers, or managing sale-related repairs or improvements.

8.8 OWNER ACCESS TO PROPERTY

Owner shall provide agent with a minimum of two (2) business days' written notice before owner or owner's representative enters the property or any unit at the property for any purpose. This advance notice allows agent to coordinate access with tenants and ensure compliance with applicable tenant notice requirements under New Hampshire law. Owner shall not enter any occupied unit without agent's prior coordination. Agent may charge a reasonable coordination fee for owner visits that require agent involvement, as shown on the attached Exhibit A.

8.9 OWNER RESTRICTION ON INTERIOR WORK

Except in cases where the agent has provided prior written consent, the owner shall not perform, or hire any third party to perform, any maintenance, repairs, alterations, improvements, cleaning, or other work inside any occupied or vacant unit at the Property. This restriction applies regardless of whether the unit is occupied or vacant, and includes but is not limited to plumbing, electrical, carpentry, painting, cleaning, appliance repair or replacement, and any other interior work.

If the owner performs or arranges for interior work without the agent's prior written consent, the agent may, at its sole discretion, terminate this Agreement immediately upon written notice to the owner.

The owner acknowledges that this restriction exists to protect the safety of tenants, ensure compliance with applicable laws and insurance requirements, maintain accountability for work performed at the Property, and preserve the agent's ability to manage the Property effectively.

This restriction does not apply to exterior work that falls outside the scope of the agent's duties as described in Section 8.7 of this Agreement, unless such exterior work affects an occupied unit or requires entry into an occupied unit.

8.10 VACANCY AND OWNER DELAY

Owner Approval Timelines. Owner shall respond to agent's requests for approval on unit turn scopes of work, capital expenditures, and other matters requiring owner consent within three (3) business days of agent's request, unless agent specifies a different timeframe. If owner fails to respond within the required timeframe, agent may follow up, and any continued delay shall be considered an owner-caused delay.

Vacancy Due to Owner Delay. Any vacancy days that result from owner's delay in approving work, providing required funding, responding to agent requests, or otherwise failing to act in a timely manner, shall not be attributable to agent. Agent shall not be held responsible or

liable for any lost rental income, carrying costs, or other damages arising from owner-caused vacancy.

Funding Delays. If owner fails to provide funding required for a unit turn, maintenance, or capital improvement within the timeframes set forth in this Agreement, agent shall have no obligation to commence, continue, or complete the work until funding is received. Agent shall not be liable for any increased costs, contractor delays, or extended vacancy resulting from owner's failure to provide timely funding.

By initialing below, you acknowledge and agree to the terms in Section 8.

X _____
Initial Here

9. Sign and Accept

9.1 ACCEPTANCE

Entire Agreement. This Agreement, together with all Exhibits attached hereto and incorporated by reference, constitutes the entire agreement between owner and agent with respect to the management of the property and supersedes all prior and contemporaneous agreements, representations, warranties, understandings, negotiations, discussions, and communications, whether oral or written, between the parties relating to the subject matter hereof. Neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly set forth in this Agreement. No prior course of dealing, usage of trade, or oral agreement shall be relevant to supplement, explain, or modify any term of this Agreement.

Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

Modification. This agreement may not be modified except in writing signed by the parties hereto.

Severability. If any provision of this Agreement is found to be void, unenforceable, or contrary to public policy by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable, or if modification is not possible, shall be severed from this Agreement.

Order of Precedence. In the event of any conflict or inconsistency between the terms of this Agreement, the Exhibits attached hereto, and any lease agreements executed in connection with the property, the following order of precedence shall apply: (1) this Agreement shall control over any Exhibit or lease agreement; (2) the Exhibits attached hereto shall control over any lease agreement; and (3) individual lease agreements shall be interpreted in a manner consistent with this Agreement to the greatest extent possible. If any provision of a lease agreement directly conflicts with a provision of this Agreement, the provision of this Agreement shall prevail as between owner and agent, regardless of whether the lease agreement was executed before or after the date of this Agreement.

Governing Law. This agreement shall be construed in accordance with the laws of the State of New Hampshire.

Venue. If there is any dispute between owner and agent regarding the terms and obligations of this agreement, the parties agree that any legal action will be brought in the Hillsborough County Superior Court, North. The prevailing party will be entitled to an award of attorneys' fees and costs in addition to any other damages awarded by the Court.

Dispute Resolution and Mandatory Mediation. Prior to initiating any legal action arising out of or related to this Agreement, the parties agree to first attempt to resolve the dispute through good faith mediation. The mediation shall be conducted by a mutually agreed-upon mediator in Hillsborough County, New Hampshire. If the parties cannot agree on a mediator within fifteen (15) days of a written request for mediation, either party may select a mediator from a recognized mediation service in New Hampshire. The cost of mediation shall be shared equally by the parties. If the dispute is not resolved through mediation within sixty (60) days of the initial written request for mediation, either party may proceed with litigation in accordance with the Venue provision of this Agreement. Nothing in this section shall prevent either party from seeking emergency injunctive or equitable relief from a court of competent jurisdiction when necessary to prevent irreparable harm.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OWNER AND AGENT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MANAGEMENT OF THE PROPERTY. THIS WAIVER IS KNOWING, VOLUNTARY, AND MADE AFTER CONSULTATION (OR THE OPPORTUNITY TO CONSULT) WITH LEGAL COUNSEL. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THIS WAIVER IN THE EVENT OF LITIGATION.

Waiver of Class Action. Owner and agent agree that any dispute arising out of or related to this Agreement shall be brought solely in an individual capacity, and not as a plaintiff, class member, or participant in any purported class, collective, or representative proceeding. Neither party shall seek to certify or participate in a class action, private attorney general action, or other representative proceeding against the other party in connection with any dispute arising under this Agreement.

Electronic Signatures and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an

original and all of which together shall constitute one and the same instrument. The parties agree that electronic signatures, including but not limited to signatures transmitted via DocuSign, Adobe Sign, email, or other electronic means, shall be deemed valid and binding to the same extent as original ink signatures. A signed copy of this Agreement transmitted by electronic means shall have the same legal effect as delivery of an original signed copy.

IN WITNESS HERETO, the parties hereto have caused this agreement to be executed the day and year first above written.

X

Owner

Date Signed

X

Agent/Broker

Date Signed