

# 1. Section 1

## 1.1 PROPERTY

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THIS EXCLUSIVE LEASING/MANAGEMENT AGREEMENT (“Agreement”) is made and entered into this date of «Date» by and between <<Owner Name(s)>> (hereinafter referred to as “Owner”) and TruHaven Homes, Inc. (hereinafter referred to as “Manager”). WHEREAS, Owner owns that certain real estate property located at <<Property Address>>, which may be further described in an exhibit attached hereto (“Premises”). WHEREAS, Owner desires to retain Manager, a licensed Georgia real estate broker, as Owner’s agent to exclusively rent, lease, operate, and manage Premises for and on behalf of Owner in accordance with the terms of this Agreement; NOW THEREFORE, in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## 1.2 GUARANTEES

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1. **SERVICE GUARANTEE** - We will do our best for you. If for any reason you are unhappy with our Management Services, we will cancel the contract with 30 days notice for occupied properties and 5 days notice for unoccupied properties, without the cost of your remaining Management Fees per this agreement.
2. **PROMPT RESPONSE GUARANTEE** - If you do not get a written response from us within 24 business hours, we will give you a \$25 credit towards your next Management Fee. We have the best response rate in Atlanta and we are willing to prove it.
3. **PET GUARANTEE** - If a pet placed in the property by Broker causes damage to the property, and the pet was included on the Tenant's Lease, Broker will repair the pet damage up to \$1500.00 per tenancy. Broker shall apply the tenant’s security deposit to damage for which the security deposit can be legally applied; if after applying the security deposit to damage any pet damage remains, Broker will pay up to \$1500 toward the repair of same. Maximum payout by Broker under this guarantee is per tenancy not per pet.
4. **TENANT GUARANTEE** - If the tenant(s) Broker places in the property do not complete the first 9 months of their lease agreement Broker will re-rent the property for free. This means no tenant procurement fee associated with the next tenant. Other fees, including but not limited to renewal fees, monthly management fees, etc. still apply. This does not apply to regular move-outs at the end of a lease, lease renewals, termination of lease with military orders, early termination when tenant pays all applicable early termination fees included in the lease, and/or leases terminated early by owner.

## 1.3 LEASE

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Manager is authorized to procure a tenant or tenants to lease the Premises for a term of no more than 15 months nor less than 12 months at a monthly rental of at least \$ «Lease Price for Mgmnt Agree» or such other amount as may be acceptable to Owner. Premises shall be available for occupancy by a tenant obtained by Manager as of the date of «Date». Any such lease will be in writing on Manager’s standard lease form then in use. In the event, this Agreement is still in effect upon the termination of any lease, Manager shall be authorized to procure a new tenant for the Premises on the same terms and conditions as are set forth in this Agreement.

## 1.4 TERM

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Notwithstanding the above, if the Premises is leased during the term of this Agreement and the initial term of the Lease extends beyond the initial term of this Agreement, the term of this Agreement shall automatically be extended so that it expires at the same time as the initial term of the Lease plus all renewals thereof (“Initial Term”). Upon expiration of the Initial Term this Agreement will automatically renew for an additional period of TWELVE (12) months unless either Manager or Owner provides written notice to the other of their intent not to renew this Agreement at least 60 days prior to the commencement date of the renewal term.

## 1.5 SECURITY DEPOSIT

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With respect to any security deposit to be paid by tenant pursuant to the Lease of Property, Owner authorizes Manager to hold such security deposit in Manager’s trust account and all interest earned on said account is the property of the Manager. Amount of Security Deposit is determined solely by Manager. Manager agrees to process Security Deposit funds in accordance with Fair Housing, State and Federal Laws. Security Deposit refunds are determined solely by Manager

## 1.6 CHARGES

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Manager is hereby authorized to charge and collect from the tenant all rent, additional rent, late charges, fees for returned checks and credit reports and such other fees and charges as Manager may reasonably deem appropriate. Other than rent, which shall belong to Owner, these charges shall be the property of Manager. Agent may pay and/or receive commissions, referral fees or other compensation to/from others involved in the real estate and related industries including those that the Broker may have an ownership in.

## 1.7 SERVICES AND FEES - DEFINITIONS & COSTS

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Owner/Landlord agrees to pay Broker:

**Tenant Procurement Fee:** One full months rent, to be paid to Broker upon the tenant(s) signing their Lease and paying a Reservation Fee. Funds are received from the Tenants Reservation Fee/First Months Rent so Owner/Landlord will not need to send these funds to the Broker.

**Management Fee:** 7% of the rent collected or \$125.00 per month, whichever is greater. Owner/Landlord understands that Management Fees, while based on rental amounts, are fixed. No proration of Management Fees is permitted. While property is vacant Management Fees will be a flat \$125.00 per month.

**Renewal Fee:** \$300.00 if the tenant remains in the property beyond the initial term of the lease regardless of whether that extension is on a month to month basis or an extended-term. This fee will not be charged more than once every TWELVE (12) months.

**Invoice Processing Fee:** Owner/Landlord acknowledges that Broker will charge a \$25 Invoice Processing Fee per maintenance invoice processed on behalf of Owner/Landlord. Owner/Landlord acknowledges that TruHaven Homes does NOT mark-up vendor invoices or own it's own Maintenance Company, and this fee is in lieu of those actions to cover the costs involved with taking care of your maintenance needs.

**Home Warranty Processing Fee:** Owner/Landlord acknowledges that Broker will charge a \$25 fee per service provided by a Home Warranty Company on behalf of the Owner/Landlord.

**Large Project Coordination Fee:** 5% of project cost. This is a charge to cover the Manager's expenses for overseeing large projects jobs over \$5000.00 per invoice. This does not apply to turnkey work, i.e. paint, carpet, or systems replacement.

**Landlord Rescue Fee:** \$500 plus Attorney's Fees and Expenses This charge only applies if you have a delinquent tenant or a tenant that needs to be evicted, that we DID NOT place in the home.

**Existing Tenant Onboard Fee:** \$500. This applies to tenant(s) placed in the home PRIOR to Management by Broker. It includes Notice of New Management, a Property Condition Report with photos and the onboarding of Tenants in Brokers systems. Broker will work with the existing Lease until it's expiration. Then Tenant(s) will be put on a TruHaven Lease with a Lease Renewal Fee as noted above.

**No Marketing Placement Fee:** \$500. This applies to tenants that are found by owner, PRIOR to marketing of the home. It is in lieu of the Tenant Procurement Fee. Tenants must be screened and approved by Broker and Brokers Lease must be used.

**Annual Tax Preparation Fee:** \$60 Tax Preparation Fee is a yearly expense paid to the Manager. It assists with the expenses involved with end of year reporting and software expenses. This fee is collected annually on 1st of January.

**Account Close-Out Fee:** \$99

## 1.8 RECEIPT AND PAYMENT OF FUNDS

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**A. Funds of Owner to be Deposited in Trust Account:** Manager is hereby authorized to deposit all rent and other monies received on behalf of Owner in one or more trust accounts of Manager. The account(s) shall be maintained in a federally insured banking institution with offices in Georgia.

**B. Manager's Right to Debit Trust Account:** Owner hereby expressly authorizes Manager to deduct from Owner's funds in said trust account(s) amounts needed to pay the following expenses (collectively referred to as "Expenses"): (1) management fees, commissions and other amounts owing to Manager; (2) Manager's out-of-pocket expenses associated with managing the Property including, without limitation, copying costs, postage, mileage expenses at the IRS maximum rate, costs to conduct credit checks, costs associated with evicting tenants, etc.; (3) all costs to maintain, repair and improve the Property including emergency repairs to the extent approved in writing by Owner or to the extent the same have been approved elsewhere herein; and (4) all amounts needed to pay bills for which Manager is responsible for paying under the lease of the Property.

**C. Owner to Maintain Minimum Required Amount in Trust Account:** Owner agrees to maintain in Manager's trust account a minimum required balance of \$500.00 so that Manager has sufficient funds to pay for the above-referenced Expenses. Upon notice from Manager, Owner agrees to immediately send funds to Manager whenever the balance in the trust account(s) is anticipated to have fallen below or has actually fallen below the minimum required balance because of pending or actual Expenses. The amount to be sent to Manager shall at least be sufficient to pay the actual or pending Expense(s) plus restore the minimum required balance in the trust account(s). Manager shall have the right but not the obligation to fund any deficit or shortfall from the minimum required balance in the trust account(s). If Owner fails to fund such deficit shortfall, Manager shall have no liability for failing to do the same. Per Georgia law, the Owner's cash balance in Manager's trust account must be zero or positive at all times. If Manager notified Owner that the Owner's cash balance is negative, Owner agrees to

immediately send Manager the amount necessary to bring the Owner's cash balance back to an amount not less than \$0. If Manager has not received the required amount from Owner within five (5) days of Manager's notice to Owner, Manager shall have the right to charge Owner an administrative fee of \$80.00 for each such occurrence where Manager has advanced funds on behalf of Owner without being timely repaid plus interest on the funds advanced in an amount of 14.7% per annum pro-rated for that portion of a year(s) that the funds remain unpaid. If Manager has Expenses that exceed Owner's funds in the escrow account(s), Manager may in its sole discretion pay all, some or a portion of the Expenses. Owner expressly consents to Manager paying from the funds being held by Manager in trust the commissions, fees, charges and out-of-pocket expenses of Manager it is owed before paying other Expenses hereunder. In the event Expenses of Owner exceed the funds of Owner in Manager's trust account, Manager, after paying all amounts owed to Manager, is authorized, in Manager's sole discretion, to pay the oldest Expenses owed by Owner first.

## 1.9 TRUST ACCOUNTING REPORTING

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Manager shall provide Owner a detailed monthly accounting of funds (not later than 30 days after the end of each month) received and disbursed on Owner's behalf and shall remit to Owner the balance of such funds in excess of the minimum required balance, if any, remaining after Manager deducts and pays the Expenses referenced above.

## 1.10 PREPAID RENT

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Any prepaid rent shall be deposited in Manager's trust account(s). However, such amounts will not be disbursed to Owner (less Expenses) until the same are due and owing to Owner.

## 1.11 1099 REPORTING

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Manager shall prepare and file on Owner's behalf all 1099 forms of the IRS required by law relative to Expenses paid by Manager. Owner agrees to receive 1099 electronically. 1099 will be uploaded for 24/7 access to the Owner's Tenant Portal and will remain their indefinitely for access.

## 1.12 RISK OF BANK FAILURE

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Risk of Bank Failure: Owner hereby agrees to indemnify and hold Manager harmless from any and all claims, causes of action and damages arising out of or relating to any failure by such lending institution(s).

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

X \_\_\_\_\_  
Initial Here

# 2. Section 2

## 2.1 MARKETING - ADVERTISEMENTS

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If Manager is providing marketing and leasing services, Owner agrees not to place any advertisements on Property or to advertise Property for lease in any media except with the prior written consent of Manager and reimburse Manager for any advertising expenses that are specifically directed by Owner to be incurred by Manager. Manager is hereby authorized to place Manager's "For Lease" sign on Property. Manager is authorized to procure tenants to lease Property in cooperation with other real estate brokers and their affiliated licensees and to share Manager's commission with any cooperating Manager who procures a tenant ready, willing and able to lease the Property by paying said cooperating Manager \$350.00. Manager may distribute leasing information (including the rent to be paid) to them and other members of the multiple listing service(s), and said cooperating brokers and their licensees may with permission of Manager (which permission may be granted or denied in the sole discretion of Manager) republish such information in other media. Manager and other real estate brokers and their affiliated licensees may show the Property without first notifying Owner.

## 2.2 MARKETING - LOCKBOXES

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Owner does hereby authorize Manager to place a lockbox on the Property to be used in connection with the marketing, inspection and leasing of the Property by Manager, Manager's affiliated licensees, other real estate brokers and their affiliated licensees and others who may need access to the Property. There have been isolated instances of crimes occurring against property and persons where access from the lockbox was alleged to have been used for a criminal purpose. In order to minimize the risk of such crimes occurring, Owner is encouraged to (a) remove all jewelry, keys, prescription drugs and other valuables or put them in a secure place, (b) not permit lockboxes on door handles that can be unscrewed from the outside or on other parts of the building from which a lockbox can be easily removed, (c) place a separately keyed or internally locking deadbolt lock on the door serviced by lockbox that is locked at all times when the occupant of the Property

is present in the Property and (d) take any other measures Owner believes are appropriate to protect Owner's property and all persons occupying the Property.

### 2.3 MARKETING - MULTIPLE LISTING SERVICE(S)

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Manager agrees to file the listing with the following multiple listing service: FMLS. Owner acknowledges that the Service(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Owner or of Manager. Owner agrees to indemnify the Service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and lease of the Property.

### 2.4 MANAGERS AUTHORITY

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Owner agrees to be responsible for the expenses associated with the leasing and management of the Property and hereby gives Manager the authority to:

A. advertise exclusively Property for rent and to display "for Lease" signs thereon; to sign, renew and cancel leases for Property; to collect rents that become due and give receipts; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to sue in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or lawsuits or reinstate such tenancies.

B. make, contract, facilitate and coordinate repairs, alterations, and/or decorations to Property; to purchase supplies and pay bills therefore; Manager agrees to secure the prior approval of the Owner on all expenditures estimated to be in excess of \$500.00 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Manager such repairs are necessary to protect the Property from damage or to maintain services to the tenants as called for in their leases.

C. hire, discharge and supervise all contractors as in Manager's sole opinion are necessary for the operation and maintenance of Property. Any contractor working on the Property shall be deemed to be working on behalf of the Owner (and not the Manager) and the Owner shall be financially responsible for all work performed by such contractor.

D. contract with others, including affiliates of Manager, in-house staff or companies owned by Manager, to perform services including, but not limited to repairs, maintenance, improvements, accounting, data processing, and record keeping. Any such arrangement with affiliates or companies owned by Manager will be on terms generally competitive with terms that could reasonably be realized with unaffiliated persons or companies capable of performing the same services. Owner is hereby aware that Manager may deduct these expenses from the monies coming to Manager that are due to Owner.

F. institute and prosecute legal actions and proceedings in Owner's name and on behalf of Owner, terminate leases for cause, remove tenants from Property, recover from damage to Property, and for such purposes, Manager may employ attorneys and incur court costs and litigation costs at Owner's expense for any and all of these things. Manager, at its discretion, is also authorized to settle or compromise any such legal actions or proceedings.

### 2.5 LIMITS ON MANAGERS AUTHORITY / RESPONSIBILITY

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Owner acknowledges and agrees that Manager:

A. shall have no duty to inspect the Property or advise Owner or Tenant on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, and lead-based paint; inspection of the Property by a licensed home inspector, construction expert, structural engineer, or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant, or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of the Property, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Owner acknowledges that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Owner should seek independent expert advice regarding any matter of concern to Owner relative to the Property and this Agreement. Owner acknowledges that Broker shall not be responsible to monitor or supervise or inspect any portion of any construction or repairs to Property and that such tasks fall outside the scope of real estate brokerages services;

B. shall owe no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement; D. shall make all disclosures required by law;

C. may disclose all information about Property to others; and

D. shall, under no circumstances, have any liability greater than the amount of the real estate commission paid hereunder to Manager (excluding any commission amount paid to a cooperating real estate broker, if any) or, if no real estate commission is paid to Manager, than a sum not to exceed one hundred dollars.

### 2.6 DISCLOSURES

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A. Manager agrees to keep confidential all information which Owner asks to be kept confidential by express request or instruction unless the Owner permits such disclosure by subsequent word or conduct or such disclosure is required by law. Owner acknowledges, however, that

tenant and tenant's broker may possibly not treat any offer made by Owner (including its existence, terms and conditions) as confidential unless those parties have entered into a confidentiality agreement with Owner.

B. Manager shall not knowingly give customers false information.

C. In the event of a conflict between Manager's duty not to give customers false information and the duty to keep the confidences of Owner, the duty not to give customers false information shall prevail.

D. Unless specified below, Manager has no other known agency relationships with other parties that would conflict with any interests of Owner (except that Manager may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).

E. Manager may provide assistance to prospective tenants and buyers without violating any duties to Owner.

F. Manager may show alternative properties to tenants and buyers and provide information to same.

## 2.7 MANAGER'S POLICY ON AGENCY

Manager's Policy on Agency. The types of agency relationships offered by Manager are seller agency, buyer agency, designated agency, owner agency, and tenant agency.

## 2.8 INDEPENDENT CONTRACTOR RELATIONSHIP

This Agreement shall create an independent contractor relationship between Manager and Owner. Manager shall at no time be considered an employee of Owner. If there are affiliated licensees of Manager assisting Manager in marketing and selling the Property, said licensees may be either employees or independent contractors of Manager.

## 2.9 ARBITRATION

All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.

## 2.10 NO PUNITIVE DAMAGES

Notwithstanding anything to the contrary contained herein, neither Owner nor Manager shall be liable to the other for any special, indirect or punitive damages of any kind or nature.

## 2.11 OWNER'S RESPONSIBILITY

A. Owner certifies that unless provided otherwise herein, all systems and furnished appliances are in good working order and repair. Owner certifies that Property is in good and habitable condition and Owner, will at all times, be responsible for the maintenance of Property in: (1) a good habitable condition; and (2) compliance with all applicable laws, ordinances and regulations of all government authorities. Upon the execution of this agreement, Owner will provide to Manager two sets of keys, fobs, access cards and/or remotes for Property and ensure that Property is clean and the grounds are in good condition.

B. Owner certifies to Manager that Owner is unaware of any environmental contamination, or hazardous, toxic, dangerous or unsafe conditions or products on or in Property.

C. Owner shall keep current in all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the Property. Should Manager be notified that a foreclosure action or association delinquency has been initiated against the subject property then Owner authorizes Manager to freeze all of the Owner's funds related to that property and Manager will make no further disbursement to Owner. Owner will have thirty (30) days to correct and make current the obligation that initiated the delinquency or foreclosure action. Should Owner fail to make current the obligation, and thereby stop the delinquency or foreclosure action, Owner authorizes Manager to refund the security deposit to the Tenant and to deduct from Owner's funds on hand with Manager all

amounts due to broker or Tenant including, but not limited to, any refund to tenant of prorated rent or expenses and all of the management fees that would be due to Manager through the end of the current lease term. Owner and Manager agree that the tenant is not a third party beneficiary and nothing in this paragraph shall limit Manager's other legal remedies to collect from Owner any unpaid fees due to Manager.

D. Owner agrees to turn on water, electricity, and gas (if available) at property while it is being marketed by Broker. Owner agrees that the interior and exterior of the Property must be clean and in showing condition, the Property must meet all applicable national, state, and local ordinances, and all major systems (water, electric, gas, HVAC) and appliances (if provided) must be in operating condition before Broker markets the property.

## 2.12 OWNERS OBLIGATION TO INSURE PROPERTY

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During the entire term of this Agreement, Owner agrees to carry a homeowner's landlord insurance policy in the amount of at least \$500,000 if managed property is a single family detached home, or \$300,000 if a townhome or condominium, and to make Broker additional insured under this policy. Broker is authorized to instruct Owner's insurer to add Broker as additional insured, as provided herein. Upon request, Owner shall promptly provide Broker with a certificate of insurance evidencing such coverage.

## 2.13 REPAIRS

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A. Generally. Manager shall be responsible for arranging for needed repairs to the Property and shall contract with vendors on behalf of Owner to perform such repairs. Manager does not guarantee or warrant the work of such vendors against defects in either labor or materials. Owner acknowledges that the cause of some reported repair and maintenance requests is not always obvious and it is sometimes a matter of trial and error to determine the exact cause of the problem. Manager and/or Manager's employees or agents shall confirm that the maintenance or repair work has generally been performed. Unless otherwise agreed to in writing by Manager, such personnel (including Manager) are not: (1) general contractors; (2) do not have the same level of expertise as the vendor performing the work; and (3) shall rely on the vendor's recommendations in deciding the scope of the repair or maintenance work.

B. Emergency Repairs. Manager is authorized to make emergency repairs to Property as Manager reasonably believes to be necessary to protect Property from damage, prevent the risk of injuries to persons or to maintain services to a tenant such as heating, air conditioning, hot water, potable drinking water that are included as part of services available to the Property. In addition, Manager shall treat as an emergency repair all repairs which Manager has been notified of by a code enforcement officer as needing to be corrected. Owner acknowledges that the cost of making emergency repairs may be significantly higher than the cost of making repairs on a non-emergency basis. Owner understands that Manager is under no duty to make expenditures in excess of the amount of the deposit. The deposit money shall be deposited in Manager's escrow account with Manager retaining the interest if the account is interest-bearing. In the event any check is not honored, for any reason, by the bank upon which it is drawn, Owner shall deliver good funds to Manager within three banking days of receipt of notice. In the event Owner does not timely deliver good funds, Manager, in his sole discretion, shall have the right to terminate this Agreement by giving written notice to Owner. Owner shall promptly reimburse Manager for the cost of all emergency repairs which Manager pays for or for which Manager is obligated.

C. Non-Emergency Repairs. Manager agrees to obtain the prior approval of Owner before sending out a contractor to make repairs estimated to be in excess of \$500.00 for any one repair. Owner acknowledges that estimates of repair costs may not reflect the amount eventually billed for the work. Manager shall send notice to Owner of the need for a non-emergency repair or maintenance. If the Owner does not respond to said notice within two (2) business days of said notice, Owner shall be deemed to have approved the repair or maintenance request and the same may thereafter be performed by Manager.

D. Owner agrees to allow Manager to have any working fireplaces inspected, cleaned and repaired as needed, yearly, at the Owners expense.

E. Owner agrees that the property must be left free of all personal belongings. Any items left on the premises may be removed by the Manager, at the Owners expense.

## 2.14 KEYS/ACCESS TO PROPERTY

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Owner/Landlord agrees that home must be rekeyed to one key at the Owner/Landlord's expense after each Tenant moves out, and/or when the Broker takes over Management, if the home is not already on one key. This includes all interior/exterior doors as well as any out buildings, garages, crawlspaces, etc. An electronic, re-programmable keypad will be installed on the front door at the owners expense. All parties agree and understand that no keys to the property will be given to the owner while the property is under management, to reduce liability for all parties. The owner will provide the Broker one set per tenant, any and all fobs/remotes/cards needed to access the property. If the tenant does not return the access items at move out they will be charged for replacement. If the access items break or need to be replaced, the cost of replacement is the owners responsibility.

## 2.15 NOTICE OF PROPENSITY OF FLOODING

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In accordance with O.C.G.A. § 44-7-20, Owner hereby certifies to Manager the following: some portion or all of the living space or attachment thereto on Property

has OR  has not been flooded at least three times within the last five (5) years immediately preceding the execution of this Management Agreement. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.

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

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Initial Here

## 3. Section 3

### 3.1 DISCLAIMERS

A. Disclaimer on Credit, Criminal and Reference Checks: Owner acknowledges that any credit and criminal background checks requested by Owner hereunder are being performed by third party credit reporting companies, that the information obtained from such companies may be incomplete and/or inaccurate and that the scope of such checks may vary from company to company with some checks being limited to Georgia while others apply nationwide. Owner shall specify in writing to Manager if Owner wants the credit reporting company to perform a national search. Owner further acknowledges that in checking references the information provided to Manager may also be false, incomplete and/or inaccurate. While Manager may obtain or cause to be obtained certain information regarding the background of prospective Tenants, the decision to rent or not rent to any prospective Tenant shall be made by Manager. All parties acknowledge that defects in the Property may not always be noticed at or before Move In.

B. Credit Report Disclosure: Owner understands and agrees that all credit report information provided to Broker by applicants or credit reporting agencies is strictly confidential and is the sole property of Broker and Broker has no duty to provide said information to Owner unless written permission is granted by the applicant.

C. Manager Not a Contractor: Owner acknowledges that Manager is not a licensed general contractor and does not have special expertise to determine if any work performed by third party contractors on the Property has been performed in accordance with building code requirements or building industry standards. If there is a reported need for a repair or replacement of any portion of the Property, Manager shall contact repair personnel and obtain cost of repairing or replacing the same. Under the approval of the repair or replacement by Owner (except in emergencies) Manager shall authorize the work to be performed on behalf of Owner. Upon the completion of the work, Manager shall conduct a visible inspection of the work as a non-expert in the area, to determine if the work appears to have been fully completed. Owner agrees to indemnify and hold Manager harmless from any and all claims, causes of action, suits and damages arising out of or relating to the selection of a vendor to perform the work and the performance of the work itself.

D. General Disclaimer: Manager shall not be responsible for uncovering within the Property and disclaims expertise with respect to: (1) violations of building, subdivision, zoning, fire or other codes; or (2) materials or substances that are toxic, hazardous or potentially harmful to the health. Manager disclaims any expertise with respect to protecting the Property and any person residing therein against crime. Manager shall have no responsibility to provide security to the Property and Owner agrees to consult a security professional if such matters are important to Owner. Manager shall have no responsibility for the debts and liabilities of Owner, including debts and liabilities incurred by Manager on behalf of Owner, pursuant to this Agreement.

### 3.2 ASSIGNMENT

This Agreement may be assigned by Manager to another real estate broker licensed in the State of Georgia upon notice to Owner. Any assignee shall fulfill all the terms and conditions of this Agreement.

### 3.3 LEAD BASED PAINT

If any part of a dwelling located on Property was built before 1978 or if Owner does not know when the property was built, Owner agrees to provide the following to Manager prior to entering into this Agreement with a fully executed Lead-Based Paint Exhibit (F316) for Manager to provide to tenants prior to them leasing the Property.

### 3.4 TIME IS OF ESSENCE

Time is of the essence of this Agreement.

### 3.5 TERMINOLOGY

As the context may require in this Agreement, the singular shall mean the plural and vice versa and all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

### 3.6 INDEMNITY

Owner agrees to indemnify and hold Manager harmless from any and all claims, causes of action, suits, damages and injuries arising out of or in connection with the leasing and management of the Property by Manager except in the case of intentional wrongdoing or gross

negligence on the part of Manager. In the event of an allegation of gross negligence or intentional wrongdoing on the part of Manager, Owner shall continue to have an affirmative obligation to indemnify Manager until such time as the Manager's gross negligence or intentional wrongdoing has been judicially established in a final order of the court having jurisdiction over said issue. During the entire term of this Agreement, Owner agrees to maintain a general liability insurance policy with a company licensed to do business in Georgia naming the Manager as an additional insured thereunder. Upon request, Owner shall promptly provide Manager with a certificate of insurance evidencing such coverage. Notwithstanding any provision to the contrary contained herein, Manager's liability to Owner shall be limited to the total compensation paid by Owner to Manager in the twelve (12) months prior to Owner asserting a claim for damages against Manager. For the purposes of this section the term "Manager" shall specifically include Manager and Manager's affiliated licensees and employees.

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### 3.7 NONDISCRIMINATION

Owner and Manager hereby agree to fully comply with all state and federal fair housing laws and regulations and shall not unlawfully discriminate on the basis of race, color, creed, national origin, sex, age, handicap, familial status, sexual orientation or gender identity.

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### 3.8 NO IMPUTED KNOWLEDGE

Owner acknowledges and agrees that with regard to any property in which Owner intends to rent, there shall be no knowledge imputed between Manager and Manager's licensees or between the different licensees of Manager. Manager and each of Manager's licensees shall be deemed to have only actual knowledge of such properties.

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### 3.9 GOVERNING LAW

This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

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### 3.10 SURVIVAL

The indemnification obligations of Owner herein, the obligation of Owner to pay Manager Fees for services rendered herein and for commissions earned during the term of this Agreement and the obligation of Owner to reimburse Manager for monies advanced or spent on behalf of Owner hereunder shall survive the termination of this Agreement.

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### 3.11 ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement between the parties. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of Owner. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence.

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### 3.12 RESPONSIBILITY TO COOPERATE

All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this Agreement.

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### 3.13 NOTICES

A. Communications Regarding Real Estate Transactions: Client acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Client agrees to remain reasonably available to receive communications from Manager.

B. Notices between Manager and Client Regarding this Agreement: Client and Manager agree that communications and notices between them regarding the terms of this Agreement (and excluding real estate transactions with which the parties may be involved) shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.

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### 3.14 MODIFICATION OF AGREEMENT

Broker may change the terms of this agreement by giving sixty days written notice to Owner/Landlord.



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

X \_\_\_\_\_  
Initial Here

## 4. Sign and Accept

### 4.1 SIGNATURE PAGE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept Exclusive Management Agreement. You will receive an electronic copy of this contract for your records.

X \_\_\_\_\_  
Owner

\_\_\_\_\_  
Date Signed

X \_\_\_\_\_  
Agent/Broker

\_\_\_\_\_  
Date Signed