



**EXCLUSIVE BROKERAGE, LEASING AND MANAGEMENT AGREEMENT**

This Exclusive Brokerage, Leasing and Management Agreement (the "Agreement") is entered into this date of \_\_\_\_\_ by and between \_\_\_\_\_ (the "Owner") and [Key Locations Property Management LLC](#) (hereinafter called the "Broker").

**WITNESSETH**

**WHEREAS**, Owner being desirous of retaining the services of Broker, does hereby enter into this Agreement, as more particularly hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the promises contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Owner and Broker, Owner and Broker covenant and agree as follows:

1. **TERM.** The Owner hereby employs the Broker exclusively to:  lease,  manage and/or  provide real estate brokerage services that certain real property commonly referred to as: \_\_\_\_\_ (the "Property") upon the terms and conditions hereinafter set forth, for a term of \_\_\_\_\_ months beginning on \_\_\_\_\_ and thereafter shall continue to have such right until either party terminates this Agreement.
2. **RENTAL HOME PRICE AND PRICE ADJUSTMENTS.** At the time of listing, the agreed upon monthly rental price for the Property will be \$ \_\_\_\_\_. If the property has not leased after \_\_\_\_\_ months, the agreed upon monthly rent amount will be adjusted to \$ \_\_\_\_\_. If the property has not leased after \_\_\_\_\_ additional months, the agreed upon monthly rent amount will be adjusted to \$ \_\_\_\_\_.
3. **EXCLUSIVE BROKER.** Broker shall have the exclusive right to lease and manage the property for a minimum of one (1) year from the date of tenant occupancy, and once the Property is under a lease this Agreement shall be automatically extended until terminated by either party as stipulated herein. If the Property is not under a lease 90 days from the latest of either the date Broker: (A) receives written notice from Owner that the Property is vacant or (B) the date of this Agreement, Owner or Broker may terminate this agreement with a seven (7) day written notice unless Broker is actively processing an application, in which case Landlord may not terminate if the tenant prospect is qualified under Broker's standard underwriting criteria. Should Owner otherwise terminate this Agreement prior to the end of the initial 90 day term, Owner agrees to pay Five Hundred and No/100s United States Dollars (\$500.00) to Broker to offset Broker's costs and time in marketing the Property. Should Owner refuse any qualified prospective tenant and subsequently terminate this Agreement, Owner shall first pay Broker the Procurement (Lease) Fee as set forth herein.
4. **AUTHORITY TO EXECUTE LEASE.** Owner hereby constitutes and appoints Key Locations Property Management LLC as his or her true and lawful attorney-in-fact for him or her and in his or her name, place and stead to negotiate, make, execute, sign, seal, acknowledge and deliver in his or her name a lease of the Property hereinabove described which lease(s) shall contain such provisions as the attorney-in-fact shall deem proper and to do those acts permitted by paragraph 13 below. Owner understands and acknowledges that he/she shall have no authority over the lease with the Resident.
5. **NON-DISCRIMINATION.** Owner understands that in leasing the Property, Broker must fully comply with all laws and regulations that prohibit discrimination on the basis of race, color, religion, sex, national origin, handicap or family status. Furthermore, Owner shall not object to Broker's selection of a tenant based upon tenant's race, color, religion, sex, national origin, handicap or family status.

6. **MANAGEMENT.** Upon leasing the Property, Broker shall also manage the Property for Owner and, in that regard, Broker shall collect all rentals due under the lease, and shall deposit all such income into a special account maintained by Broker called "Key Locations Property Management LLC Rent Escrow Account." Owner recognizes that Broker has no control over any financial or banking institution and that Broker shall have no liability for any resulting loss from the failure, acts or inaction of any such financial or banking institution. This rent escrow account will be held by a federally insured bank; however, Broker will not be held liable in event of bankruptcy or failure of any such depository institution. Owner understands that proceeds from the Property maybe commingled in such account with proceeds from other properties being managed by Broker. Within thirty (30) days of said deposit, Broker will make a remittance to Owner after deducting the appropriate sums along with a report to the Owner as to income and expenses related to his or her Property since the last report. Broker may withdraw from such bank account disbursements required to be made on behalf of the Owner under the Agreement, including, but not limited to, disbursement for utility charges, Broker's compensation, and other expenses as set forth in this Agreement. Owner shall have the right throughout the terms of this Agreement to inspect invoices and other data supporting receipts, collections and disbursements made by Broker during all reasonable hours at Broker's office. Broker shall at all times retain such invoices and outstanding supporting documents for Broker's use for three (3) years from the termination of this Agreement. All application fees, late fees, collection and administration fees, bad check charges, forfeited reservation fees and interest on escrow accounts shall be the property of Broker.

7. **COMPENSATION.** Owner agrees to compensate Broker for its services under the Agreement as follows:

- (a) Owner shall pay Key Locations Property Management LLC a non-refundable account set-up fee of One Hundred and no/100s Dollars (\$100.00) at the signing of this Agreement.
- (b) Upon execution of a twelve month lease on the Property, Owner will pay a Procurement (Lease) Fee equal to one full month's rent, billed equally over the first two months after the tenant occupies Property under the lease terms. In the event Broker procures a multi-year lease term then Owner shall pay Broker the Procurement (Lease) Fee plus an additional prorated fee of twenty five percent (25%) of one (1) month's rent for each lease year in excess of the first year.
- (c) If the tenant renews or extends his or her lease for an additional twelve months, Owner shall pay Broker a renewal fee of twenty five percent (25%) of one (1) full months' rent for each lease year in excess of the first year. Owner authorizes Broker to debit this sum from the tenant's payment of the first month's rent of the renewal term.
- (d) Owner agrees to pay a monthly Management Fee beginning the first full month that the property is first occupied and ending when this Agreement is terminated. The amount shall be either  a flat fee of \$\_\_\_\_\_ or  \_\_\_\_\_% of the monthly rental amount. The monthly management fee shall be collected from any Owner's funds in the Broker's possession on a monthly basis each month this Agreement is in effect.
- (e) Requested services not covered by this Agreement, such as shopping for appliances, meeting appraisers, utility company technicians, or vendors or suppliers chosen by Owner, etc., may be subject to an additional minimum hourly charge of \$65.00 per hour. Owner agrees to pay Broker \$50.00 per site visit where Broker visits the Property to file a police or insurance report.
- (f) If Owner sells or contracts to sell the Property to any tenant or prospective tenant, located by Broker pursuant to this agreement or if such contract to sell the Property is entered into at any time in which such tenant or prospective tenant is occupying the Property or at any time within Twelve (12) months following the vacating of the Property by such tenant, then, upon consummation of the sale, Owner shall pay the Broker a commission of three (3%) percent of the gross sales price of the Property. The commission provided for in this paragraph shall be payable without respect to the nature or extent of service, if any, actually rendered by Broker in connection with the sale of this Property. This clause shall survive the termination of this Agreement for a term of Eighteen (18) months. Owner may list Property for sale with another Real Estate Company Thirty (30) days prior to Resident vacating Property, or after this Agreement is terminated, or, with Broker's written permission.
- (g) Should Owner contract without the services of Broker to make a direct lease, exchange, lease with option to purchase, or sale of the property within 12 months after the expiration date of lease, or any extension thereof, to any prospective tenant introduced to the Property and Owner by Broker, then Broker shall be due a full commission, as per the terms of this Agreement.
- (h) In the event a prospective Tenant places a reservation fee with Broker and fails to take possession, said fee or portion thereof, if retained, shall be disbursed 50% to Owner and 50% to Broker.
- (i) Owner acknowledges that Broker has established an Objective Underwriting Criteria used to determine an applicant's suitability, and that said criteria is attached hereto as Exhibit "\_\_\_\_\_" and incorporated herein by reference. Further, Broker may, from time to time, employ the services of a credit check company to report whether an applicant is "Approved", "Approved with Conditions", or "Denied"; therefore, Owner agrees to the following:

*If, upon submission of an applicant's information to (NAME OF CREDIT CHECK COMPANY), the report shows the applicant "Approved", or "Approved With Conditions", and the applicant agrees to satisfy those conditions (including, but not limited to, proof of sufficient additional income, additional security deposit, or prepaid rent, etc.). Notwithstanding anything to the contrary contained herein, Owner*

shall abide by all of Broker's rental policies and procedures, as the same may be posted and amended, from time to time, on Broker's website.

8. **SECURITY DEPOSIT.** Broker agrees to collect from the tenant a Security Deposit to ensure the tenant's fulfillment of the conditions of the lease agreement. Broker shall deposit and maintain such security deposit in his escrow account established for that purpose. Broker is authorized to execute the move-in and move-out inspection reports on Owner's behalf, and to apply the Security Deposit, upon termination of the lease, as provided in any lease agreement. Owner understands and acknowledges that the Security Deposit will be maintained in a federally insured bank in an interest bearing account, with such interest to be paid to Broker to offset the costs of maintaining such account. Should Owner have multiple properties with Broker and one property account has a negative balance, Broker is authorized to transfer monies from one account to another account in order to cover any negative balance.
9. **DISTRIBUTION OF OWNER'S DRAW.** Monthly payment of any rent proceeds due Owner shall be made by direct deposit to the Owner's checking or savings account via Automated Clearing House (ACH) arrangement through Broker's bank. Payments to Owner shall be initiated on or before the 10<sup>th</sup> business day following Broker's receipt of rent from Tenant. Owner agrees to execute Direct Deposit Authorization (attached as Exhibit "A"). Owner acknowledges that deposits sent via Broker's ACH service may take at least two to three business days to post to Owner's bank account. Owner agrees to furnish Broker with a voided check from the account into which Broker will deposit Owner funds. Owner acknowledges that Broker may receive and disburse trust funds, including rent and other funds, via electronic fund transfers such as ACH. Funds paid to Owner via ACH may pass through intermediary holding accounts associated with ACH transfers prior to final deposit in Owner's bank account or Broker's trust account. Broker's current ACH vendor is First Citizens Bank and Owner acknowledges that Broker may change ACH vendors from time to time without first notifying Owner. Nothing contained herein shall be construed to require Broker to pay Owner in the event any tenant fails or otherwise withholds payment of rent to Broker.
10. **MONTHLY STATEMENTS.** Monthly Statements to Owner shall be by email with \*PDF attachments unless otherwise requested by Owner. Mailing of paper statements shall incur a \$5.00 per statement handling fee. Replacement of any lost or misplaced paper documents shall incur a \$5.00 per document handling fee.
11. **REPAIRS AND MAINTENANCE.**
- (a) **Repairs:** Owner acknowledges that he or she is a Landlord and that under Georgia law he or she is responsible for maintenance and repairs of the Property pursuant to O.C.G.A. Sections 44-7-1 *et seq.*. Broker is authorized to make such repairs to the Property as Broker reasonably believes to be necessary to protect the Property from damage or to maintain services to a tenant for which services the lease agreement provides.
- (b) **Repair Reserve:** Broker is hereby authorized by Owner at the Owner's expense to maintain said Property and keep the Property in suitable rental condition, purchase necessary supplies and replacement materials and fixtures that are necessary to maintain the utilities and the services to the Property including but not limited to electricity, gas, maintenance, refuse disposal, termite extermination and pest control, and other services which Broker shall consider advisable and necessary to properly maintain the Property and/or to comply with any applicable laws; to make ordinary repairs to the Property provided that expenditures for any one item or repair or alteration shall not exceed the sum of **\$500.00** without the prior written (fax, text or email shall suffice) approval of Owner, unless the repair is deemed necessary by broker for, or constitutes an emergency. Broker is expressly authorized by Owner to employ, discharge, and supervise any and all contractors considered by Broker as necessary or desirable for the efficient maintenance or repairs of the Property. If an estimate for a required repair exceeds **\$500.00**, then Owner agrees to pay the Broker the amount of the estimate in advance of the repair. Owner shall **promptly** reimburse Broker for the cost of all repairs which Broker pays for or for which Broker becomes obligated, but Owner understands that Broker is under no duty to make expenditures in excess of the amount in the operating account or Owner reserve account.
- (c) **Vacancy Advances:** During Vacancies, Owner agrees to advance to Broker monies projected to be spent on said Property for repairs and replacements, yard and pool care, utilities if put in Broker's name, and other anticipated expenses during the vacancy ("Owner Operating Advances"). All Owner Operating Advances shall be deposited by Broker into the "Key Locations Property Management LLC Rent Escrow Account" managed by Broker and shall be accounted for monthly on the Owner's operating statement.
12. \_\_\_\_\_ **HAZARDOUS CONDITIONS.** Owner knows of no hazards on or around the Property that could bring harm to residents, such as open holes or pits, exposed electrical, hazardous waste, dead trees, structural defects, dangerous dogs, broken glass, etc. EXCEPTIONS: \_\_\_\_\_. Additionally, Owner warrants that the Property is free and clear of any and all Hazardous Materials and is in compliance with all Environmental Laws. Owner agrees to

indemnify, protect, defend and hold harmless Broker and Broker's partners, officers, directors, employees, agents, successors and assigns from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) relating to Owner's foregoing representations. Environmental Laws are hereinafter defined as any "Super Fund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: The Super Fund Amendments and Reauthorization Act of 1986; The Comprehensive Environmental Response, Compensation and Liability Act of 1980; The Clean Air Act; the Clean Water Act; The Federal Water Pollution Act; The Toxic Substances Control Act; The Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act; the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970. The term, "Hazardous Materials" shall refer to petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, urea formaldehyde foam insulation, Freon and other chlorofluorocarbons, or any hazardous, toxic or dangerous waste, substance or material defined as such or defined as a hazardous substance or any similar term, by, in or for the purposes of the Environmental Laws.

- 13. OWNER RESERVE ACCOUNT.** The Owner agrees to pay a refundable deposit of **\$500.00** from Owner's rent income account as funds become available for the establishment of an Owner Reserve Account. This Owner Reserve Account may be commingled by Broker with Owner's other funds and may be used for, but not limited to, providing a "cushion" against NSF (insufficient) checks, negative account balances or other shortages caused or created by management by the Property. Owner's Reserve Account funds shall be refunded to Owner within 30 days of the termination of this Agreement provided all sums due under this Agreement have been paid. Broker agrees to manage, at the request of the Owner, routine maintenance items and other minor repairs as part of Broker's management fee, as outlined herein. However, the Parties agree that, if requested by Owner, Broker shall manage large scale home rehabilitation, renovation, replacement, insurance claim, general contractor and other large projects ("Large Projects"). By way of example and not limitation, Large Projects include the management of projects requiring the repair, replacement or installation of a new or existing HVAC system, new or existing septic system, new or existing, roof, exterior and/or interior paint, and new carpeting, where the cost of such project exceeds One Thousand and no/100s Dollars (\$1000.00) in any given calendar month. Owner agrees to pay to Broker a maintenance coordination fee of 10% of the total expenditures for any Large Project which meets or exceeds One Thousand and no/100s Dollars (\$1000.00) in any given calendar month.
- 14. MARKETING.** Broker may, at the Broker's expense, advertise the Property in whatsoever manner and media the Broker may deem appropriate. Broker shall not be obligated to provide a detailed accounting to Owner for said advertising as Broker intends to use many sources and methods to promote said Property, some of which will be generic in nature. Broker may do any or all of the following to market the Property to prospective tenants:
- (a) Place a "For Rent" sign in the yard (unless the same is prohibited by any applicable neighborhood covenants);
  - (b) List the Property for lease on Broker's own website ([www.keyrentalhomes.com](http://www.keyrentalhomes.com));
  - (c) List the Property on such other paid and free websites as Broker deems sufficient; and
  - (d) Broker's leasing fee does not include marketing the Property in any "for fee" advertising media, including newspapers and/or associated websites. At the direction of Owner, Broker may place paid advertisements for the Property and Owner shall reimburse Broker for any costs therefrom.
- 15. LEASE TERMINATION.** Broker is authorized to terminate leases on Owner's behalf due to defaults by tenants and, if Broker deems it proper, to reinstate such leases. Furthermore, based upon the move out inspection, Owner authorizes Broker to determine what portion, if any, of the security deposit shall be returned to Tenant or retained by Owner.
- 16. LEGAL PROCEEDINGS.** Upon Owners approval, not to be unreasonably withheld, conditioned or delayed, and upon receipt of payment from Owner, Broker is authorized to institute, prosecute and settle legal actions and proceedings in Owner's name and behalf, to terminate leases for cause, to remove tenants from Property, and for such purposes Broker may employ attorneys and incur court costs and litigation costs at Owner's expense. Broker is also authorized to settle or compromise any such legal actions or proceedings if Broker deems it proper to do so. Broker may collect from tenants all or any of the following: a late rent administrative charge, a non-negotiable check charge, application fee, and/or broker's commission and need not account for such charges and/or commission to the Owner. Upon request of Owner, Broker shall turn delinquent account over to collection agency at no additional costs to Owner, except outside collection agency's customary fees (typically 40-50%). If Owner does not request the use of a collection agency and Broker negotiates a settlement with any tenant agreeable to Owner, Broker shall retain twenty five (25%) percent of all monies collected. Broker may also report poor credit rating to a National Credit Reporting Agency on any

prior tenant leaving owing a balance of more than \$100.00 at no additional expense to Owner. Owner acknowledges that all written communication with the tenant regarding lease violations may be mailed certified, return receipt, and Owner agrees to reimburse Broker for any such mailings as they occur.

**17. OWNER ASSIGNMENT.** Owner shall have the right to sell, convey, transfer, mortgage, or assign, in whole or in part, for collateral purposes or otherwise, its right and obligations under this Lease and in all or part of the Property. In the event of any sale, conveyance, transfer or assignment made other than for collateral purposes, this Lease shall remain in full force and effect, provided, however, that (i) Owner shall be released from any and all liabilities under this Lease first arising after the date of such sale, conveyance, assignment or transfer, so long as the transferee assumes in writing the Owner's obligations under this Lease first arising after the date of transfer, and (ii) upon receipt of written notice from the Owner, Tenant shall immediately and automatically attorn to the transferee, so long as the transferee assumes in writing the Owner's obligations under this Lease first arising after the date of transfer.

**18. COURT APPEARANCE.** If Broker is required to attend court on Owner's behalf, Owner shall reimburse Broker \$300.00 for time spent preparing for, traveling to and from, and appearing in court, per appearance.

**19. CONDITION OF PROPERTY.** Owner certifies that all heating, cooling, plumbing, electrical systems and appliances are in working condition. Owner certifies that the roof does not leak and that water does not enter any living, basement, or garage areas as a result of rain or other subterranean sources. Owner certifies that the house is in good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner shall ensure that the house is clean and the grounds are in good working condition at the time Broker obtains a tenant for Owner. Owner understands that it is his or her responsibility to maintain adequate fire and extended insurance coverage on the Property in an amount sufficient to cover the full replacement value of the Property and Owner shall carry an additional, so called "umbrella" policy in an amount not less than five hundred thousand and no/100s Dollars (\$500,000.00), and Owner shall provide Broker with proof of such insurance coverage within five (5) days from the date of this Agreement. Owner shall, within five (5) calendar days of the Effective Date, provide Broker with a copy of Owner's insurance policy and the same shall list Broker as an additional insured. Should Owner fail to provide said proof of coverage, Broker shall have no obligation to acquire same for Owner. Broker shall not be liable or responsible for Owner's failure or inability to obtain any such insurance or additional insurance. Should Owner commit to make certain repairs or clean the Property prior to occupancy by a resident and fails to do so, Broker is hereby authorized to do so and any such repairs or expenses incurred shall be at Owner's sole cost and expense, including, if necessary, the reimbursement of Broker for such costs incurred. Upon the execution of the of this Agreement, Owner shall provide Broker with four (4) keys, garage remotes (if applicable), HOA passes and copies of the Covenants, Conditions and Restrictions for the Homeowner's Association, if any, for the Property. Broker shall not be responsible for the payment of any fines, penalties or other charges incurred as a result of Owner's failure to obtain the prior written approval of the Homeowner's Association, to the extent required, prior to placement of the tenant in the Property.

\_\_\_\_\_ Owner shall mark all cut-off valves to exterior hose bibs and the main water cut-off. Broker shall not be responsible for frozen pipes.

**20. \_\_\_\_\_ LOCKS AND KEYS.** Upon the execution of this Agreement, Owner shall provide Broker with four (4) keys for each lock required to access the Property. Owner acknowledges that Broker shall, for purposes of safety and security, re-key or replace all locks on the Property prior to any new tenant taking possession. Broker shall charge incoming tenants a re-key fee of \$100.00 and Owner agrees to reimburse Broker for any balance, if any, not paid by any tenant. Furthermore, Owner authorizes Broker to re-key or replace all the locks of each rental unit or Property, so that all exterior doors, for the same, may be operated by a single key, unless one key already operates all exterior locks.

**21. \_\_\_\_\_ UTILITIES.** Owner shall keep the utilities to the Property, including water, electricity and gas, turned on and available at all times while the Property is marketed by Broker. Furthermore, when the Property is not under lease or otherwise occupied, Owner shall maintain the interior and exterior of the Property in a clean and showing ready condition, compliant with all the requirements of the Uniform Housing Code, as the same may be amended from time to time, with all major systems, including water, electric, gas and HVAC, in good and working order. Owner may choose to have bills sent to Broker's address in the Owner's name to be paid by Broker from funds currently held in the Owner Reserve Account; however, Broker shall not be held responsible for bills that remain unpaid due to insufficient funds in the Owner Reserve Account. Notwithstanding the foregoing or anything to the contrary herein, Broker shall not be required to establish utilities in Broker's name during any period of vacancy at the Property. Furthermore, Owner agrees that, upon the vacancy of the Property, Owner shall transfer all utilities into Owner's name and shall pay for the same.

**22. GENERAL PROVISIONS.**

(a) **NOTICES.** All notices or other communications required to be given under this Agreement, or otherwise necessary to be given, shall be deemed to have been properly given, if the same is delivered to the following addresses, which may be changed from time to time by the Parties upon prior written notice from one to the other:

**Owner(s):**

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**E-mail Address(s):**

**Phone Number(s):**

**Broker:**

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**Email Address:**

**Phone Number(s):**

Subject to the limitations and conditions set for the herein, notices may only be delivered: (1) in person; (2) by a nationally recognized overnight delivery service, prepaid; (3) by registered or certified United States mail, prepaid, return receipt requested; or (4) by electronic mail. All notices, demands or requests delivered by mailing as hereinabove provided shall be deemed given on the date of deposit with the United States Postal Service. All notices, demands, or requests delivered by electronic mail as hereinabove provided shall be deemed given on the date the electronic mail is sent to the recipient. Any notice, demand or request not received because of changed address number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of delivery or refusal to accept delivery. Broker and Owner agree that "texting" shall not be an acceptable form of Notice, as used herein.

(b) **TERMINOLOGY.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(c) **INDEMNITY.** Owner acknowledges that Owner has either removed or had the opportunity to remove any and all personal property from the Property prior to the entry of this Agreement. Owner recognizes and acknowledges that Broker provided Owner with disclosure concerning the removal of personal property from the Property. Owner acknowledges and agrees that Broker is engaged in the business of renting and managing residential real estate. In the event Owner rents the Property at the same time Broker attempts to rent or rents other residential property, Owner acknowledges and understands that conflicts of interest may occur and that Owner, to the greatest extent allowed under law, waives any such conflicts. Furthermore, Broker agrees to use its best efforts to minimize, to the greatest extent possible, any such conflicts of interest. Nothing contained herein shall be construed as the establishment of a guarantee or a promise by Broker to Owner to equalize the occupancy rates or the amount of income received from the rental of any particular residential property. Owner hereby releases and discharges Broker from any liability for any loss or damage, from any cause whatsoever, to Owner's real or personal property, except for loss or damage caused by the gross negligence, recklessness or willful and wanton misconduct of Broker or Broker's employees. Owner hereby covenants and agrees to indemnify, defend and hold and save Broker harmless from and against all liabilities, damages, claims, actions, causes of action, costs and expenses (including reasonable attorney's fees) arising, or alleged to have arisen, in connection with the performance of Broker's duties and responsibilities under the Agreement or failure to perform such duties and responsibilities, whether such duties and responsibilities be express or implied, and shall not hold Broker liable for any error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. Notwithstanding any other provisions to the contrary, Broker shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder, including commissions.

- (d) **LOAN PAYMENTS.** Owner shall at all times keep any loans on subject property current. Failure to keep loans current will be grounds for immediate termination, by Broker, of this Agreement.
- (e) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of no force or effect. Any change in this Agreement shall be in writing and signed by both parties.
- (f) **INDEPENDENT CONTRACTOR.** Owner expressly recognizes and acknowledges that, in operating and managing the Property, Broker is an independent contractor and is not acting as employee, partner, joint venture, or lessee of Owner and nothing herein shall be construed as reserving to Owner the right to control Broker's business or operations or the manner in which the same shall be conducted. Furthermore, nothing contained herein shall be construed as creating a general contractor, investment agent or advisor for Owner or a manager of any assets or affairs of the Owner other than the Property.
- (g) **GOVERNING LAW.** This Agreement is intended as a contract for the leasing and management of real property and shall be interpreted in accordance with the laws of the State of Georgia. The following procedures shall govern any arbitration according to this Agreement:
- 1) Arbitration will be commenced by a written demand made by Broker or Owner upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the claimant. Within ten (10) days after its receipt of the written demand, the respondent will give the claimant written notice of the name and address of its arbitrator. The respondent may also respond with an answer; the respondent must raise issues that would be compulsory counterclaims under applicable rules of civil procedure. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give Broker and Owner written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will select a time, date, and place for a hearing and will give Broker and Owner thirty (30) days' prior written notice of the same. The date for the hearing will not be more than sixty (60) days after the date of appointment of the third arbitrator. The first two arbitrators may be partial. The third arbitrator must be neutral.
  - 2) At the hearing, Broker and Owner will each be allowed to present testimony and tangible evidence, and to cross-examine each other's witnesses. The arbitrators may make additional rules for the conduct of the hearing or the preparation for it. The arbitrators will render their written decision to Broker and Owner not more than thirty (30) days after the last day of the hearing.
  - 3) If the respondent fails to appoint its arbitrator within the time specified or if the two arbitrators appointed are unable to agree on an appointment of the third arbitrator within the time specified, either Broker or Owner may petition a justice of the Fulton County Superior Court of the State of Georgia to appoint a third arbitrator, upon five (5) days' prior written notice before filing its petition.
  - 4) The arbitration will be governed by the Arbitration Law of the State of Georgia and, when not in conflict with that law, by the general procedures in the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will be conducted in Atlanta, Georgia.
  - 5) The arbitrators will not have power to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendments or supplements to this Agreement. The arbitrators may award any relief they deem proper, including without limitation, damages, injunction, specific performance, and attorneys' fees and costs. The written decision of at least two arbitrators will be conclusive and binding upon Broker and Owner. No arbitrator is authorized to make an award of punitive or exemplary damages.
  - 6) Unless the arbitrators decide otherwise, Broker and Owner will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.
  - 7) The decision of the arbitrators will be final and non-appealable, and may be enforced according to the laws of the State of Georgia
  - 8) This provision will be effective as to matters arising after the end of the Lease.
- (h) **BINDING AGREEMENT.** This Agreement shall be binding upon and shall inure to the benefits of all parties, as well as their respective heirs, successors and assigns.
- (i) **EFFECTIVE DATE.** The Effective Date under this Agreement shall be the date on which both Owner and Broker shall deliver executed and identical counterparts of this Agreement to the other. Owner and Broker agree to execute a written

confirmation of the Effective Date in the event Owner and Broker shall fail to insert such date on the signature page of this Agreement. If Owner and Broker shall execute and deliver counterparts hereof on different dates, the later of such dates shall be deemed to be the Effective Date of this Agreement.

- (j) This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. For purposes of this Agreement, an email, facsimile, or \*PDF scan of a signature shall be deemed an original signature.
- (k) Owner authorizes Broker to inspect smoke detectors and, if needed, replace out of date, missing, or defective smoke detectors in order to bring the property up to current fire safety code.
- (l) In the event a prospective tenant places a reservation fee with Broker and fails to take possession, said fee or portion thereof, if retained, shall be disbursed 50 percent (50%) to Owner and 50 percent (50%) to Broker. Broker retains the sole and exclusive right to refund this fee to prospective tenant in full or part upon the advice of Broker's legal counsel and Owner agrees to hold Broker harmless for same.
- (m) Broker shall not list Property for lease if any other broker is engaged by the Owner to list the Property for sale. Owner agrees to terminate any other listing agreement for the Property with any other broker other than Key Locations Property Management LLC immediately upon signing this Agreement.
- (n) **ADDITIONAL SERVICES.**

Additionally, Owner specifically authorizes Broker to schedule the following, at a scheduling cost of Twenty Five and no/100s Dollars (**\$25.00**) ( + cost of actual service ) payable by Owner:

- 1) (  ) Coordinate lawn care to include mowing lawn, edging along driveway, sidewalks, curbs and concrete patios, including blowing off all hard surfaces, removal of normal trash and debris from turf areas.
  - 2) (  ) Arrange lawn service program of chemical treatment, fertilization and weed control on regular basis.
  - 3) (  ) Arrange heating and air conditioning (HVAC) system services each spring and fall and change filters as part of service.
  - 4) (  ) Arrange to have gutters cleaned out annually in the fall.
  - 5) (  ) Arrange the quarterly treatments of wood-destroying organisms.
  - 6) (  ) Arrange for the interior pest control. Schedule: \_\_\_\_\_.
  - 7) (  ) Arrange a home warranty service call.
  - 8) (  ) Schedule a survey of the Property, at approximately the midterm of the current lease, consisting of a site visit, interior and exterior visual inspection including the preparation of a written report with photographs ("Written Property Survey"). The Written Property Survey shall be submitted to Owner by electronic mail to the address provided herein. Owner shall pay Broker a fee of Eighty -Nine and no/100s Dollars (**\$125.00**) for each Written Property Survey provided by Broker.
- (o) **OWNER PERSONAL PROPERTY RELEASE.** Express Release as to Personal Property: Owner acknowledges that he or she has removed any and all Personal Property that he or she desires before the Property is put on the market for lease. In the event Owner has left any Personal Property behind, Owner hereby releases and discharges Broker, its employees, agents, representatives and successors for and from any and all obligations to undertake any accounting for this property. Owner expressly acknowledges that any Personal Property left behind is done at his or her own risk. Owner shall indemnify, defend, hold and save Broker harmless for and from any and all liabilities, damages, claims, actions, causes of action, costs and expenses, including, but not limited to, all claims of whatsoever type, against Broker relating to any Personal Property. "Personal Property" shall include, but not be limited to, soft window coverings and related hardware, grills and lawn equipment.



(p) **TERMINATION.** Owner or Broker agree that if the Property is leased and occupied by a tenant, then Owner may only terminate this Agreement without penalty, provided the following conditions are first satisfied: **(1)** Owner shall first provide Broker with fifteen (15) calendar days prior written notice of Owner's intent to so terminate; **(2)** Owner shall pay to Broker, prior to termination, a sum equal to the commissions due for the remainder of the current tenant's lease term; and **(3)** Owner shall agree to indemnify and hold Broker harmless from any and all claims by tenant pertaining to the security deposit, move-out inspection, and/or any and all other claims made or arising from Broker's involvement in a lease transaction.

(i) Furthermore, Owner may terminate this Agreement in the event Broker fails to timely deposit any sums payable to Owner under this Agreement within forty eight (48) hours of when the same is due. Owner may also terminate this Agreement if Broker fails to perform or comply with any of the obligations to which Broker is bound hereby provided; however, Owner must first provide Broker with fifteen (15) calendar days prior written notice of any such default or breach and allow Broker an opportunity to cure the same. Broker shall have fifteen (15) calendar days from Broker's receipt of notice of default from Owner to cure any such default or breach. In the event Broker fails to remedy or cure the same within said time period, then this Agreement shall terminate following the expiration of the fifteenth (15<sup>th</sup>) calendar day following Broker's receipt of notice of default.

(ii) Broker may terminate this Agreement in the event Owner fails to perform or comply with any of its agreements contained herein, including but not limited to Owners failure to reimburse Broker for any sum payable hereunder provided; however, Broker must first provide Owner with fifteen (15) calendar days prior written notice of any such default or breach and allow Owner an opportunity to cure the same. Owner shall have fifteen (15) calendar days from Owner's receipt of notice of default from Broker to cure any such default or breach. In the event Owner fails to remedy or cure the same within said time period, then this Agreement shall terminate following the expiration of the fifteenth (15<sup>th</sup>) calendar day following Broker's receipt of notice of default.

(iii) The Parties agree that this Agreement shall terminate upon the sale of the Property to a bona fide purchaser for value.

(iv) The Parties agree that Broker may terminate this Agreement so long as Broker: (a) provides Owner with fifteen (15) calendar days prior written notice; (b) transfers the original lease and tenant's security deposit to Owner; and (3) notifies tenant in writing of Owner's address and phone number.

(v) The termination of this Agreement shall not prejudice the rights of Broker against Owner for any default or breach of this Agreement. The rights and remedies set forth herein are cumulative and in addition to the rights and remedies provided by law.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(q) **MORTGAGE PAYMENTS.** Owner agrees to notify Broker immediately should Owner miss any mortgage payment for the Property or the same become delinquent. Broker reserves the right to terminate this agreement upon receipt of notice that the mortgage payments for the Property become delinquent. Owner agrees that all fees due, or coming due, for the remaining term of the lease will be deducted from the last disbursement check to Owner. In addition, should Broker be notified that a foreclosure action be initiated against the Property then, in such an event and immediately upon such notification, Broker shall be entitled to escrow all of Owner's funds and cease all further payments to Owner until the earlier of the following: (1) receipt of notice from the foreclosing mortgage company of authorization to disburse; (2) Broker's good faith determination as to the proper disbursement of the funds following notice to all parties, including Owner's mortgagee or (3) court order authorizing the disbursement of the escrowed funds by Broker

(r) **ASSIGNMENT.** Broker may transfer or assign any or all of its rights and obligations under this Agreement to any person or entity at any time. In such circumstances, the transferee or assignee shall enjoy or undertake the same rights and obligations herein of Broker as if the transferee or assignee is Broker hereunder. If Broker transfers or assigns this Agreement, Owner will still be bound by all provisions of this Agreement. Owner shall not assign any of its rights or obligations hereunder without the prior written permission of Broker.

(s) **SPECIAL STIPULATIONS.** The following special stipulations are a part of this Agreement and, if in conflict with any of the foregoing, they shall control:

*[Signatures on following page]*

*[Remainder of page intentionally left blank]*

BY SIGNING THIS AGREEMENT, OWNER ACKNOWLEDGES THAT: (1) OWNER HAS READ ALL PROVISIONS MADE HEREIN; (2) OWNER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) OWNER IS NOT SUBJECT TO A CURRENT LEASING LISTING & MANAGEMENT AGREEMENT WITH ANY OTHER BROKER.

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
MLS Office Code

\_\_\_\_\_  
Broker Firm License Number

\_\_\_\_\_  
Print or Type Name

Broker's Phone# \_\_\_\_\_

Broker's FAX# \_\_\_\_\_

By: \_\_\_\_\_  
Broker or Broker's Affiliated Licensee Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Agent's Georgia Real Estate License Number

Email Address: \_\_\_\_\_

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY OWNER.

The above Agreement is hereby accepted, \_\_\_\_\_ o'clock \_\_\_\_\_ .m., on the date of \_\_\_\_\_.