

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

This Brokerage Exclusive Listing and Management Agreement (hereinafter "Agreement") by and between _____ (hereinafter "Owner") and Turnkey PMC, LLC DBA "EZ Home Rental" (hereinafter "Manager"); **WITNESSETH:** Owner engages Manager to lease and manage a certain property located at: _____ (hereinafter "Property") upon the terms and conditions set forth below and Manager agrees to accept such engagement.

The parties will comply with all obligations, duties, and responsibilities under the Texas Property Code, fair housing laws, and any other statute, administrative rule, ordinance, or restrictive covenant applicable to the use, leasing, management, or care of the Property.

1. EXCLUSIVE MANAGER AND TERM

Manager shall have the exclusive right to lease and manage the Property from the date of this Agreement (hereinafter "Initial Listing Term"), and Manager shall continue to have such right thereafter unless either party terminates with written notice as provided for herein.

2. AGENCY DISCLOSURE

Manager acts as the Owner's Manager exclusively under this Agreement and will not represent any other party involving the Property covered by this Agreement without fully disclosing it, in writing, prior to the event. Manager may provide assistance to prospective Residents without violating any duties to Owner by performing such ministerial acts as preparing offers, locating insurance agents, schools, shopping facilities, places of worship and other similar services. Performing such ministerial acts shall not be construed to violate the exclusive agency authorized under this Agreement, nor shall performing such ministerial acts for Residents be construed to form a brokerage engagement with the Resident.

3. COMMISSIONS

Upon approval of a Resident applicant by Manager, Owner will pay Manager the following fees:

- a) If a Resident executes a Lease, Manager is due a Procurement Fee as agreed herein: 1.) An amount equal to **1 full month's rent** with a term of 36 months or less 2.) The Minimum Procurement Fee will be **\$1,000.00**. If one full month's rent is less than **\$1,000.00**, then **\$1,000.00** will be considered one month's rent for the purpose of computing Procurement Fee.
- b) If Manager provides a qualified, willing, and able Resident, ready to move in, and the Owner has not supplied a property which is deemed to be "move-in ready" by Manager, Manager is still due the Procurement Fee. If any Resident signs or extends his/her Lease, Owner will pay Manager a Renewal Fee equal to **\$249.00**.
- c) A Monthly Management Fee of **\$95.00** per rental unit (Basic Service Level) will be due to Manager, beginning the month the Property is first occupied, or when management is taken over, and ending when this Agreement is terminated. Basic Management includes all rights, terms, and conditions described in this management agreement for basic management duties with the following terms and benefits: 1) Pet damage guarantee up to **\$2,500** (Paragraph 2.1.2) 2) (1) FREE Property (Random) Inspection per calendar year. **There is NO monthly fee during vacancies between Residents.**
- d) If the Manager files eviction on the Resident, Owner will pay an Eviction Service Fee of **\$299.00** plus actual costs of eviction.
- e) Owner agrees to pay a Setup Fee of **\$199.00** for any unit that Manager takes over, which will be reduced to **\$99.00** for any unit that Manager places a Resident in the Property. This is a one-time fee for each unit.
- f) Should Owner decide to lease Property to a Resident that requires Housing Assistance, Owner agrees to pay Manager an Annual Housing Service Fee payable in twelve (12) **\$25.00** monthly payments (and payable in full

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

if agreement is terminated early), due to the additional time, documentation, and communication required by Manager with the local Housing Office.

- g) Owner shall provide Manager the existing lease or rental agreement related to the Property. If Manager is required to execute a new Lease with an existing Resident when Manager takes over management, Owner agrees to pay a Document Prep Fee of **\$149.00** per occurrence.

4. TENANT WARRANTY

The Tenant Warranty ("Warranty") shall begin on the date Resident takes occupancy of the Property and shall terminate six (6) months after said Occupancy Date for non-managed Resident placement. This Warranty period may be extended up to nine (9) months in duration (beginning on the date Resident takes occupancy of the Property) if Owner engages the services of Manager as a Property Manager.

This Warranty provides Owner with the benefit of Manager offering the Resident Placement services outlined in the Resident Placement Agreement at no charge and to find a replacement Resident for the specific property or unit covered by the Agreement. This Warranty is not applicable for any other property owned by Owner. If, during the Warranty coverage period, Owner or another company procures a replacement Resident, or Owner takes possession of the Property, the Warranty is deemed satisfied. Manager's Warranty coverage is limited to efforts by Manager to find a replacement Resident, and Manager bears no responsibility for any commission, fee, or payment due from Owner to any other Manager or company engaged by Owner. If Owner refuses to maintain Property in accordance with Texas Property Code, this warranty may be voided by Manager. Once a replacement Resident has been procured, the Warranty coverage shall be deemed satisfied and terminated with no further or repeat coverage available on replacement Resident(s). This Warranty is non-transferrable, non-assignable, and expires as stated above. If Owner terminates management with Manager, the Warranty shall revert to non-managed placement, and shall terminate six (6) months after Resident Occupancy Date. This Warranty has no independent value, nor may it be sold or redeemed for cash. Manager shall not be liable for any past rent, late fees, damages, any court fees, legal expenses, or unpaid utilities as a result of Resident placement or Resident default. Manager makes no additional warranties or promises, whether implied or otherwise. Manager must approve Resident, prior to Lease execution, for this Warranty to be valid.

5. NON-DISCRIMINATION

Owner understands that in leasing the Property, both Manager and Owner must fully comply with all laws and regulations which prohibits discrimination based on race, color, sex, marital status, religion, national origin, sex, or handicap.

- a) Manager shall verify information and references in rental applications from prospective tenants.
- b) Manager shall negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than **12** months and not more than **36** months.
- c) Manager shall negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf.
- d) Manager shall terminate leases for the Property, negotiate lease terminations, and serve notices of termination.

6. PRIVACY AND AUTHORITY TO EXECUTE LEASE

- a) Manager agrees to keep all Owner's information confidential except for what information is on public record and will not knowingly give Owner's personal information to a Resident or to anyone without Owner's permission, except as is required by law. For purpose of the Owner's privacy and protection, the Lease is between Manager and Resident and Owner's name will not be identified on the Lease. Manager will collect personal, credit and background information on applicants attempting to lease said Property, evaluate their ability to fulfill the obligations in the Lease, approve or deny said applications based on Manager's experience

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

and long-standing qualifying guidelines, except where applicant is requesting unusual terms like extended Lease terms, discounted rent, short Lease terms, etc.

- b) Manager shall maintain accurate records related to the Property and retain such records for not less than 4 years.
- c) Manager shall file reports with the Internal Revenue Service related to funds received on behalf of Owner under this agreement (for example, Form 1099).
- d) Owner hereby constitutes and appoints Manager as his/her true and lawful limited Power of Attorney, for him/her and in his/her name, place, and stead to negotiate, make, execute, sign, seal, acknowledge and deliver in his/her name, to lease the Property herein above-described which lease shall contain such provisions as the Manager shall deem proper and to do those acts permitted by the terms of this agreement.
- e) Owner agrees not to contact the Resident while Owner is under this Agreement. Owner shall communicate with Resident solely through Manager. Owner expressly acknowledges and agrees that all of Owner's inquiries, requests, demands, notices, or other communications intended for Resident shall be communicated solely to and through Manager, the Owner's agent under the Lease. This means that Owner, or anyone acting on behalf of Owner, is prohibited from attempting any direct contact with Resident through any communication medium or in-person contact. Owner understands that Owner has retained Manager to exclusively lease and manage the Property and desires to have all communications concerning the Property or Lease handled through Manager. Owner further acknowledges and agrees that any violation of this provision shall be considered an obstruction of Manager's leasing and management duties and responsibilities and Owner shall be charged an administrative fee up to **\$100.00** per occurrence. If the management relationship is terminated with the Owner during the term of this Lease, Owner hereby releases Manager of and from any liability under this Lease.

7. MANAGEMENT AND LEGAL PROCEEDINGS

- a) Upon leasing the Property, Manager shall also manage for Owner, and in that regard, Manager shall deposit all income into a special account maintained by Manager called "Clearing Account". Within seven (7) days of said deposit, or in the next Owner statement cycle, Manager shall make a remittance to Owner, after deducting the appropriate sums along with a report to the Owner as to income and expenses related to the Property since the last report. Manager may withdraw from such bank account disbursements required to be made on behalf of the Owner under this Agreement, or the Lease, including, but not limited to, Manager's compensation, Manager's out of pocket expenses in managing the Property including but not limited to postage, copies, costs to conduct background/credit checks on applicants, costs associated with evicting Residents and other expenses as set forth in this Agreement, or the Lease. Any prepaid rent received from Resident shall be held in the Manager trust account and disbursed to Owner as earned. All funds received by Manager will be applied first to the oldest charge on the Resident's payment ledger. If in the past Resident has had insufficient funds or such payment issues have occurred, Manager may wait until its bank clears the funds before forwarding payments to Owner. Should a Resident's payment be refused for any reason after being forwarded to Owner, Manager may automatically return those funds within three (3) days of the original transaction date should the insufficient funds notice arrive from the bank within that time period. Otherwise, Owner shall refund that amount to Manager within five (5) days of a written or verbal request. Owner shall have the right throughout the term of the Agreement to inspect invoices and other data supporting receipts collected and disbursements made by Manager. Manager shall always retain such invoices and outstanding supporting documents for Owner's use for three (3) years. All Rent belongs to the Owner; all other fees and interest on escrow accounts shall be the property of Manager. Any rent paid in advance by Resident will be held in Manager's trust account and disbursed to Owner in the month it is earned. Manager is authorized to terminate a Lease on Owner's behalf due to defaults by Residents, and if Manager deems it proper, to reinstate such Leases.
- b) Manager is authorized to institute and prosecute legal actions in small claims court in Owner's name and behalf to collect rent, remove Residents from Property, and for such purposes, Manager may employ attorneys and incur court and legal costs at Owner's expense. Manager is also authorized to settle or compromise any such

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

legal action or proceedings if Manager deems it proper to do so. All other legal actions, initiated by the Manager, on Owner's behalf, shall be done only with specific written permission from the Owner.

- c) Manager may not directly or indirectly employ or pay a lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's instructions.
- d) Owner authorizes Manager to submit any past Resident's account debt file for collection efforts, and understands the terms listed as follows:
 - i. The Collection Fee is **50%** of the debt collected from the Resident. The remaining **50%** of the amount collected will be sent to Owner.
 - ii. The collection agency has permission to reduce the debt balance with a past Resident as they deem necessary for collecting any amount of funds. They may also make payment arrangements with the previous Resident in an effort to collect funds.
 - iii. Past Due Balances will be reported to the three major credit bureaus and will remain on the Resident's credit report as a Past Due Account as long as legally permissible.
 - iv. The collection agency will not provide Manager or Owner with any account updates before, during, or after receiving a Resident's account debt file. The only information that will become available is if/when a payment is received from a Resident at which point Owner will receive **50%** of the amount collected along with a notice of receipt. Manager will contact Owner when Manager receives any notice of payment from the collection agency. Until payment is received from a Resident, Manager will only be able to confirm that the account was turned over to the collection agency for collection.
 - v. The collection agency will continue working on Owner's behalf as long as Owner is a client of Manager. Termination of property management services with Owner will null and void this Agreement, and any collections made by the collection company after this management agreement is terminated will be paid directly to Manager.

8. REPAIRS, MAINTENANCE, AND OWNERS' OPERATING ACCOUNT

- a) Owner is responsible for maintenance and repair of all improvements on the Property and may not waive, assign, transfer to the Resident by agreement any maintenance or otherwise avoid their responsibility to keep the Property in good habitable condition. Manager is authorized to make such repairs to the Property as Manager reasonably believes to be necessary to protect Property from damage or maintain services to a Resident as outlined in the Lease. Manager is hereby authorized by Owner, at the Owner's sole expense, to maintain said Property and keep Property in suitable rental condition (and maintain normal habitability standards), 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, water, gas, refuse disposal, termite extermination, pest control, and other services which Manager considers advisable and necessary to properly maintain the Property and/or comply with any applicable laws, to make ordinary repairs to the Property provided that expenditures for any one item or repair shall not exceed the sum of **\$250.00** without prior approval of Owner unless made under circumstances which Manager deems to constitute an emergency, or are contingencies of an approved application for lease, or shall be deemed by Manager to be a safety, habitability issue, or health risk to a Resident, or is in the best interest of the Owner. Owner acknowledges that the costs of handling emergency repairs are often higher than making non-emergency repairs. Owner agrees to promptly reimburse Manager for any monies Manager paid, or became obligated to pay, for an emergency. Manager is expressly authorized by Owner to employ, discharge, and supervise all contractors considered by Manager as necessary or desirable for the efficient maintenance and repair of the Property, including contractors, which may be affiliates of Manager. If an estimate for a required repair exceeds **\$250.00**, or exceeds the monthly rent amount, whichever is lower, Owner agrees to advance Manager the amount of the estimate prior to the repair.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

Owner agrees to promptly reimburse Manager for the cost of all repairs, which Manager pays for, or which Manager becomes obligated.

- b) If Owner has a home warranty in place at time agreement is executed, Owner agrees to pay Manager a Home Warranty Repair Fee of **\$25.00** per occurrence.
- c) If Owner requests Manager to perform a task that is outside Manager's Normal Scope of Service, such as attend a court hearing or meet with an insurance adjuster at the Property, Owner agrees to pay Manager **\$65.00** per hour.
- d) If Owner requests that Manager perform a random inspection of the Property while occupied, Owner agrees to pay a **\$75.00** Property Inspection Fee per inspection to Manager.

9. REHAB, RENOVATIONS, REPLACEMENTS AND PROJECT MANAGEMENT FEE

Manager agrees to manage regular maintenance problems, normal home cleanings, and minor repairs as part of the management fees outlined in this Agreement. Managing larger jobs like rehabs, renovations, replacements, insurance claims, or general contractor work are not a part of this Agreement. Examples of such items may include repairs that involve multiple tradespeople and/or contractors/vendors for such things as remodeling kitchens, bathrooms, or the entire Property (generally estimates over **\$1,000.00**). Should Owner need someone to oversee such work, Manager will hire an outside general contractor who will deal directly with that company during the repair process. For repairs over **\$1,000.00** but still within the scope of Manager, Owner agrees to pay Manager **10%** of the contractor's price as a Project Management Fee to obtain estimates from Manager's third-party vendors to oversee the job, and facilitate invoicing to all parties involved. If Owner requests Manager to obtain more than two estimates for a repair within Manager's scope outlined above and less than **\$2,000.00**, Owner agrees to pay Manager a Multiple Quote Fee of **\$25.00** per occurrence. Owner may do any exterior and interior work while Property is vacant.

10. MINIMUM ACCOUNT BALANCE

Once the Property is rented, Owner agrees to establish and maintain with Manager the sum of **\$250.00** as a reserve for the operating account noted herein and other expenses specified in this Agreement. Said account shall be refunded to Owner within thirty (30) days of the termination of this Agreement provided all sums due under this Agreement have been paid. Manager shall prepare IRS Form 1099 and any other tax related forms or documents as required by law. Owner agrees to electronic delivery and submission of any required tax forms.

11. PROMOTION AND ADVERTISING

Manager may, at his/her Manager's expense, advertise the Property in whatsoever manner the Manager may feel appropriate, in compliance with applicable Texas laws and Texas Real Estate Commission rules. Manager intends to use many different sources and methods to promote said Property, some of which will be generic in nature and therefore owes no reporting to Owner. Owner authorizes Manager to sign listing agreements on his/her behalf to enter Property in area multiple listing services and websites. Owner agrees not to advertise Property on their own for Lease using 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. Should the community require customized signage, Owner shall reimburse Manager for the cost of signs plus labor and mileage to install same.

12. LOCKBOXES

Owner authorizes 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 licensees and staff, other real estate licensees, vendors and others who may need access to the Property. The wrong people can enter houses through lockboxes to do unlawful acts, so Owner is encouraged to remove all valuables or put them in a secure place and take any other measures Owner believes are appropriate to protect Owner's property and all persons occupying the Property.

13. CONDITION OF PROPERTY, UTILITIES AND MOVE-IN CONDITION

- a) Owner certifies that all heating, cooling, plumbing, electrical systems, and appliances left in the Property are in good working condition and agrees to keep them in normal operating condition throughout the Agreement.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

Owner certifies that the roof does not leak, and that water does not enter living or basement areas from rain or other subterranean sources. Owner certifies that the house is in good and habitable condition now, and Owner shall, always while this Agreement is in effect, be responsible for maintaining the Property in a good, safe, and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities.

- b) At all times during this Agreement, Owner shall be responsible for managing utilities on the Property. Owner promises to keep all utilities on from the time Manager begins marketing the Property until the Residents take occupancy and between Residents.
- c) Owner shall ensure that the house is clean, free of all pests, and the grounds are in good condition at the time Manager obtains a Resident for Owner. Should Owner commit to make repairs or clean Property prior to occupancy by a Resident and fails to do so to Manager's expectations, Manager is hereby authorized to do said repairs/cleaning at Owner's expense and without specific permission to facilitate a clean, safe, and habitable home for said move in.
- d) Owner agrees to comply with Texas Property Code requirements regarding keyless security devices, deadbolt locks, smoke detectors, peepholes, etc. each time a new tenant occupies the Property.
- e) Upon execution of this Agreement, Owner shall provide Manager with two copies of existing keys to Property, along with any garage door remotes, keys to community amenities, and passcodes for this Property.
- f) Manager may charge Owner for any inspection requested by a city, HOA, municipality, or other governmental entity, or any unscheduled (or special Owner requested) trips to the Property.
- g) If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.
- h) Texas Legislature requires Owner to give notice to the tenants if the owner is aware that the property 1) located in a 100-year flood plain or 2) the property has flooded during the past five (5) years.

14. INSURANCE

Owner understands that it is his/her responsibility to maintain adequate fire and extended insurance coverage on the Property throughout the term of this Agreement. Owner shall, prior to the first Resident taking possession, and always thereafter until this agreement is terminated, maintain liability insurance for at least **\$300,000** per event/occurrence, and will cause Manager to be named as an Additional Insured under such liability insurance. Owner shall provide Manager with proof of such insurance coverage prior to Manager leasing the Property. Should said proof not be provided within 15 days of tenant occupancy, Manager is hereby authorized to secure said coverage at Owner's expense or Manager may charge Owner **\$20.00** monthly until required documentation is received.

- a) Manager may not file a claim for a casualty loss with the carrier insuring the Property. Manager may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that Owner instructs broker to communicate to the carrier.

15. EXPRESS RELEASE TO PERSONAL PROPERTY

Owner hereby acknowledges that he/she has removed all personal property that he/she so 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 Manager, its employees, Managers, representatives, and successors, for and from all obligations to undertake any accounting for this Property. Owner expressly acknowledges that any personal property left behind is done at his/her own risk. Owner shall indemnify, defend, hold and save Manager harmless for and from all liabilities, damages, claims, actions, causes of action, costs and expenses, including but not limited to, all actual attorney's claims against Manager relating to any personal property left in the Property by the Owner.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

16. PROMPT REIMBURSEMENT OF EXPENSES

Owner expressly agrees to reimburse Manager, upon written request, within seven (7) days after any expenditure provided for in this Agreement. Monthly Owner's reports that reflect needed funds shall constitute a written request for reimbursement. If the Owner's balance remains negative for seven (7) days after written notice from manager, Owner agrees to pay a **\$65.00** Administration Fee per occurrence plus **1.3%** monthly interest. Should Owner have multiple properties with Manager, and one Property account has a negative balance, Manager is authorized to transfer monies from one account to another to cover said negative balance. Should Owner fail or refuse to reimburse Manager for any expense as identified herein, Owner agrees to pay interest to Manager at the maximum allowed by Texas law, plus any costs Manager incurs to fund Owner's account balance. Failure to reimburse Manager may be further grounds for termination of this Agreement by Manager; however, if this Agreement is terminated for nonpayment, said termination shall not result in any forgiveness of any sums due pursuant to this Agreement. Should Manager have to engage an attorney to collect any sum due pursuant to this Agreement, Owner agrees to pay all actual attorneys' fees. If Owner requests Manager to pay a non-standard bill (such as a H.O.A. Dues), Owner shall pay a Nonstandard Bill Payment Fee of **\$15.00** per occurrence.

17. INDEMNITY

- a) Owner hereby covenants and agrees to indemnify, defend and hold and save Manager harmless from and against all liabilities, damages, claims, actions, causes of action, costs and expenses of failure to perform such duties and responsibilities, whether such duties and responsibilities will be express or implied, other than as a result of willful misconduct, recklessness or sole gross negligence of Manager. Manager shall under no circumstances have any liability greater than the amount of commissions paid to Manager by Owner, in the last twelve (12) months.
- b) Owner acknowledges that Manager has made no inducements or representations other than those contained in this Agreement. Owner acknowledges and agrees that any oral or written statements by Manager or its representatives concerning the benefits or risks of owning or renting or employing Manager to manage the Property or similar Residential property, does not constitute inducements, warranties, or representations. Owner covenants and agrees with Manager that Owner has not purchased or will not purchase the Property in reliance upon any such statements. Manager hereby disclaims any guarantee, representation, warranty or covenant including but not limited to 1) that income will be realized from the Property; 2) that income realized from the Property will exceed expenses attributable to the Property, or 3) that any amount due and payable to the Owner by any third party shall be paid when due.
- c) Owner acknowledges and agrees that Manager is engaged in the business of renting and managing residential property. Manager is attempting to rent the Property while it is attempting to rent any other residential property. Conflicts of interest may arise between the Owner and the Owners of such other residential property. Manager agrees to use its best efforts to treat Owner, and the Owner of each other residential property managed by Manager, in a substantially equitable manner to be determined by Manager in the circumstances. Nothing contained in this Agreement shall be construed to constitute a promise or guarantee by Manager to equalize the occupancy rates or the amount of income received from the rental of any residential property. Manager's services hereunder shall be limited to leasing, maintenance, and management of the Resident, including normal maintenance breakdowns, but excluding replacement, restoration, major renovations, and insurance claims. Managing the Property does not include managing Owner's third-party relationships or issues of asset management including the Owner's mortgage, property taxes, insurance, warranties, HOA, utilities, code enforcement, and building codes. Nothing herein contained shall be construed or interpreted to mean that Manager is, in any sense, a general contractor, investment Manager or advisor for Owner, or a manager of any assets or affairs of Owner other than the Property and the Resident.
- d) Manager may pay (and receive) commissions, co-op commissions, rebates, bonuses, profits and referral fees to (and from) outside real estate managers, in-house staff and companies, Resident referral companies, rental relocation companies, multiple listing companies, builders, developers, home warranty companies, Residents,

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

banks, contractors, vendors and others who assist Manager in the marketing, showing, monitoring, leasing, managing and maintaining of the Property, including companies where Manager may be affiliated.

18. SALE OF PROPERTY

Owner shall have the right to list the Property for sale thirty (30) days prior to a Resident vacating the Property. If Owner sells, or contracts to sell the Property to any Resident, or applicant prospect, pursuant to this Agreement, or such contract is entered into at any time in which such Resident is occupying the Property, or at any time within six (6) months following the vacating of the Property by such Resident, then, Manager shall be the Owner's Exclusive Broker, and upon consummation of the sale, Owner shall pay the Manager a commission of three percent (3%) of the gross sales price of the Property. Owner agrees to pay any additional fees due organizations and outside brokers, such as cooperating brokers, referral companies, real estate services, in addition to Manager's commission, which Owner will have full knowledge of before they agree to a sale.

19. FORECLOSURE

If Manager receives notice of the Owner's delinquency in the payment of (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees, Manager may give Owner 15 days to cure the delinquency during which period Owner authorizes Manager to freeze any funds held by Manager and no disbursements will be made to Owner related to this agreement or the Property. If after the 15-day period, the delinquency is not cured and the foreclosure process is initiated, Owner authorizes Manager to deduct from any other funds being held by Manager for Owner any remaining Manager Fees or funds due to Manager related to services performed under this agreement. Additionally, Owner authorizes Manager to return any security deposit being held by Manager to a tenant of the Property in addition to any prorated amount being held by Manager and Manager may terminate this agreement. This paragraph does not preclude the Manager from seeking any other remedies under this agreement or at law that may be available to the Manager.

20. SECURITY DEPOSIT, ASSIGNING CHARGES, REIMBURSEMENTS, BILLING AUTHORIZATION, AND INTERPLEADING

Manager shall manage the Resident's security deposit in a trust account until Resident moves out and surrenders the Property to Manager.

- a) The application of the security deposit shall always be at the sole discretion of Manager in accordance with the Lease and the Texas Landlord Tenant Law.
- b) Should Manager determine that said deposit in whole or in part, belong to the Owner, and disburses said funds to the Owner, and later a court of law rules that some or all the monies must be returned to the Resident, Owner agrees to return said funds to Manager (or Resident) in the amounts ordered by the court.
- c) Notwithstanding the above, if there is a bona fide dispute over the security deposit, Manager may, upon notice to all parties having an interest in the security deposit, interplead the funds into a court of competent jurisdiction. Owner agrees to indemnify and hold Manager harmless from and against all claims, suits, actions, and damages arising out of or related to the actions by Manager regarding assessing damages, assigning charges and the allocation of the security deposit.
- d) Owner acknowledges any trust account Manager maintains under this agreement may be an interest-bearing or income-producing account. Manager may retain any interest or income from payable under this Paragraph 19D from the trust account not later than 30th day after the interest or income is paid.
- e) If Manager collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned check fees, or late charges Manager will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 19E are earned and payable at the time Manager collects such fees.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

- f) Owner acknowledges that, for Manager to provide no upfront costs for most program charges and fees, many commissions and fees are deducted from rent collected, meaning Owner may not get a typical full ACH deposit (less monthly management fee) until a few months after Resident move-in, depending on the Lease term.

21. TERMINATION

- a) This Agreement may be terminated by either party upon written notice, effective on the last day of the month notice is given.
- b) Manager reserves the right to terminate this Agreement with ten (10) days' written notice if Owner violates this Agreement. Manager reserves the right to terminate this Agreement immediately if Owner acts in a manner which, in the discretion of Manager, creates a hostile or otherwise harmful relationship with Manager, or Owner is found in violation of any federal, state, or local law that may create a liability to Manager, impact the goodwill or public reputation of Manager, or otherwise endanger Manager in any way.
- c) If Owner terminates, Owner shall pay Manager any fees, commissions, and expenses due to Manager for services rendered and payments due through the month of termination. Owner shall assume and satisfy the obligations of any contract or outstanding bill incurred by Manager under this Agreement. Manager may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated in order to pay obligations previously incurred but not yet invoiced and to close accounts. Manager shall deliver to Owner, within thirty (30) days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or Resident security deposits, or both, which were held by the Manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. Security deposits will not be released unless all parties agree in writing to the transfer of the security deposits from the Manager's trust account to Owner.
- d) Owner shall indemnify the Manager from all claims made by any Resident against Manager pertaining to the Owner's mishandling of the management of the Property, the security deposit, the Move-Out Inspection, and all other claims made against the Manager, by any Resident, caused by the Owner's actions.
- e) The termination of this Agreement shall not prejudice the rights of either party against the other for any default or breach of this Agreement. The rights and remedies herein granted are cumulative and in addition to the rights and remedies provided by law; the exercise of either party of one or more rights or remedies shall not impair its right to exercise the other rights or remedy. Termination of this Agreement does not remove any commission or obligation due Manager under this Agreement.
- f) If the Property is leased at the time this agreement is terminated, the Lease provides certain benefits to both Resident and Owner. The benefits we offer will cease at the time of termination. In order to maintain both the level of service that the Resident has come to expect and compliance with the Lease agreement, Owner agrees to continue to have these benefits in place.
- g) Upon termination, Owner agrees to pay Manager a Documentation Retention Fee of **\$25.00** per unit.
- h) This Agreement will expire when current Resident moves out and this Agreement is terminated, in writing, by Owner or Manager.

22. NO CANCELLATION FEE

This Agreement contains no cancellation fee. Broker or Owner may cancel this Agreement subject to the requirements contained paragraph 21 above. In the event Owner cancels this Agreement before a tenant is procured, no compensation, commission, or fees are due to Broker unless Owner and Broker have executed a separate agreement by which Broker is entitled to compensation or fees or unless Owner leases to a tenant procured by Broker.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

23. PET POLICY AND PET DAMAGE GUARANTEE

Manager's policy is that all properties that we list are "pet friendly," unless owner states otherwise or an HOA with jurisdiction over the Property has prohibited pets in their covenants or community rules. This is to ensure compliance with fair housing laws by treating all properties and applicants equally, as well as allowing for standardized policies and procedures within our company. Manager provides a **\$1,500.00** Pet Damage Guarantee to Owner for any damage to the home due to pets. Resident's security deposit will first be applied to any charges for pet damage prior to Manager covering any damage under this guarantee. The determination of what constitutes damage from a pet shall be made solely by Manager. In order to have repairs for pet damage paid by Manager under this guarantee, Owner must agree to use Manager's approved vendors for all rent-ready repairs, and Property must still be managed by Manager at the time of the repairs. Assistance animals as defined by federal and state law (to include any animal that assists a Resident in any way with a legitimate disability) are not considered pets, cannot be denied even in an HOA community that does not allow pets, are not subject to any pet fees, and therefore cannot be covered by the Pet Damage Guarantee. Owner does hereby agree to this policy.

24. ENTIRE AGREEMENT

This Agreement, plus exhibits and addendums executed by the parties from time to time, constitutes the entire Agreement between the parties and no oral statements, flyers, web copy, advertisements, brochures, flyers, emails, texts, company handbooks, policies or representations shall be binding on either party and are not part of this Agreement.

25. RIGHT TO MODIFY

Owner acknowledges that from time-to-time changes in federal, state, and local laws regulating the rental industry, changes in the state license law, technology, banking laws or the economic conditions of the rental business may require certain changes to this Agreement to stay current with the times and in compliance with the laws that govern the business. Manager may make said changes in this agreement by:

- a) Notifying Owner in writing at least sixty (60) days prior to implementation, and
- b) Manager must apply said changes equally to all Owners of the same category managed by Manager.

Modification to this agreement will be deemed acceptable if not rejected within 10 days of receipt of such change.

26. 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 to Owner at the Mailing Address shown below his/her signature or emailed to Owner via Owner's Email Address shown below his/her signature. All notices from Owner to Manager shall be in writing and personally delivered, or sent by certified mail with return receipt requested, to Manager at 14405 Walters Rd., Suite 135 Houston, Texas, 77011. Personal notice shall be effective upon delivery and mailed notice shall be effective three (3) days after the date of mailing. Either party may change the address for receiving such notices by giving the other party a (10) day prior written notice of any such change.

27. MEDIATION

The parties agree to negotiate in good faith to resolve any dispute related to this agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

28. ATTORNEY FEES

If Owner or Manager is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

29. TERMINOLOGY

Singular pronouns in this Agreement shall be deemed to include the plural.

30. SIGNATURES AND FAXES

Owner and Manager agree that this Agreement can be signed by duplicate originals. Faxed or electronic signatures are deemed originals. Typed signatures on Manager's online standard documents are considered original signatures. Owner agrees to provide Manager with proof of Ownership of the Property and all parties on title agree to be bound by this Agreement. By signing below, Owner warrants that they are the exclusive Owner(s) of the Property.

31. BINDING AGREEMENT

This Agreement shall be binding upon all the Owners of said Property and shall inure to the benefits of all parties, their respective heirs, successors, and assigns. If any provision of this agreement is held to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

32. INFORMATION

Manager cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

33. SPECIAL PROVISIONS

The following special provisions shall control in the event of conflict of the foregoing:

34. OPTIONAL SERVICES

Eviction Protection Plan: \$20.00 per month (Included in Extended Service) [ACCEPT]

With this optional service Manager will manage the eviction process on behalf of Owner, where an event of default has occurred such that eviction is necessary. In lieu of Owner handling the eviction process, where permitted by the court or law in the jurisdiction where the Property is located, Manager will represent Owner's interests in such an eviction action. To receive the benefits of the Eviction Protection Plan, Owner shall pay a monthly fee of \$20.00 per unit, whether the service is utilized by Owner. In the event an eviction is necessary, the Eviction Protection Plan shall provide Owner with coverage for Manager to perform court filing fees (to file an eviction), processing fees, process server fees, and the representation by Manager during the eviction process on Owner's behalf (where permitted by law). The total amount of fees paid by Manager shall not exceed \$200.00 in any twelve (12) month period. In the case of certain court actions, including but not limited to an appeal, or in the event Owner is a corporation, LLC, or similar entity, Owner may be required to have its own attorney present to represent it at such eviction hearings. In such event, Owner may not be represented by Manager in the eviction process, and Owner may be responsible for hiring its own attorney; however, Manager will pay court filing fees, processing fees, process server fees as prescribed above. The Eviction Protection Plan does not afford coverage for or insure Owner against past due rent and does not provide any form of warranty or protection against additional costs or damages created, caused, accrued, or permitted by Resident. To obtain coverage under this plan, Owner must elect coverage as indicated below by Owner "opting-in," prior to move in date by Resident. This service is only available for Residents placed using Manager's Resident Placement program where a commission was earned and said Resident must be managed by Manager. The \$299.00 fee noted in 3(e) shall be waived under the Eviction Protection Plan. This program is subject to the approval by Manager for each Property and Resident, as some Properties or Residents may not be eligible, in the sole discretion of Manager. The term of this service shall be for twelve (12) months. If term has been met, this service shall renew on a month-to-month basis unless terminated by either party providing thirty (30) days written notice. *****NOTE: This program is not available if Owner, and not Manager, placed the Resident into the Property.*****

Management Fee Pre-Pay Discount: ___ [ACCEPT]

Owner agrees to participate in the Management Fee Pre-Pay Discount program. By paying the total annual management fees of due Manager, Owner will receive a 10% discount on that total. This amount is non-refundable for ANY reason.

BROKERAGE EXCLUSIVE LISTING and MANAGEMENT AGREEMENT

Extended Service Level: **\$135.00** per month ___ [ACCEPT]

Extended includes all rights, terms, and conditions described in this Agreement for Basic Management Services (Paragraph 3C) PLUS with the following upgraded terms and benefits: 1) Two (2) FREE Property (Random) Inspections per calendar year, 2) No charge for Home Warranty Repair Management, 3) FREE Eviction Protection.

35. PROPERTY IS OWNED BY

___ One individual, ___ Multiple individuals, ___ LLC, ___ Corporation, ___ Trust, ___ Estate, ___ Other

(explain): _____

Owner: _____

Signature: _____

Email Address: _____

Phone Number: _____

Mailing Address: _____

Date: _____

Co-Owner: _____

Signature: _____

Email Address: _____

Phone Number: _____

Mailing Address: _____

Date: _____

If owner by an Entity

Entity Name: _____

Signature: _____

By Its: _____

Print Name: _____

Date: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

EZ Home Rental

Signature: _____

Print Name: _____

By Its: _____

DONOT COPY