

Exclusive Leasing, Management, and Brokerage Agreement

This Agreement made and entered into this date of _____ by and between

(hereinafter "Owner") and **Omyra INC DBA Omyra Property Management** (hereinafter "Manager");

WITNESSETH:

Owner engages Manager to lease and manage a certain property located at

_____, (_____ County), (hereinafter "Property") upon the terms and conditions set forth below and Manager agrees to accept such engagement.

1. Exclusive Agency and Term.

(a) Manager shall have the exclusive right to lease and manage the Property for an initial term of ninety (90) days from the date of this Agreement (hereinafter "Initial Listing Term") and Manager shall continue to have such right thereafter unless either party terminates as provided for herein.

(b) Once Property is leased, this Agreement is automatically extended so as to cover the period of time that the tenant remains in the property unless either party chooses to terminate as dictated by Section 21 of this Agreement. If neither party provides notice to terminate in accordance with the terms of this Agreement, then this Agreement shall automatically renew for another term of ninety (90) days upon the completion of each term.

(c) The initial Rent shall be \$_____ per month.

(d) If Property does not rent within fourteen (14) days of being placed on the market in a rent-ready condition, Owner does hereby authorize Manager to reduce the above minimum rent by **up to** 10%. If the property does not rent within seven (7) days following such price reduction, Owner does hereby authorize Manager to reduce the above minimum rent by **up to** an additional 5%.

2. Agency Disclosure.

Manager acts as the Owner's Agent 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 tenants 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 promised under this Agreement, nor shall performing such ministerial acts for residents be construed to form a brokerage engagement with the tenant.

3. Fees:

(a) Tenant Procurement. Fee in accordance with the attached Fee Schedule when Manager procures a willing tenant at the rental rate agreed upon by Owner who meets Manager's standard qualification criteria.

(b) Management. Fee in accordance with the attached Fee Schedule on all rent, forfeited deposits, and early lease termination liquidated damages collected for the Property. In the event that Owner requests that Manager utilize a home warranty company for repairs on Property, this fee shall be increased by 1% with a minimum monthly increase of \$20.

(c) Lease Renewal. Fee in accordance with the attached Fee Schedule when an existing tenant signs a new lease or an amendment extending the length of an existing lease. If a resident signs a lease, or renewal, for longer than twelve (12) months, Owner agrees to pay Manager a discounted renewal fee equal to \$20.83 for each month over twelve (12). This fee will be due on each anniversary of the Tenant's first day of possession and shall be based on the coming year or remainder of lease term (whichever is smaller.)

(d) Repair and Maintenance Coordination. Manager shall be compensated an amount equal to 10% of the invoiced amount for all repair and maintenance work.

(e) Rehab Premium. 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 such things as new septic systems, new roofs, exterior and interior painting, new carpeting, and remodeling kitchens and bathrooms; generally, items \$1000 or more. Should Owner use Manager to supervise and manage a large job, Manager will be compensated 15% of the contractor's invoiced amount as a Rehab Premium Fee. This will be charged instead of the Repair and Maintenance Coordination Fee in paragraph 3(d).

(f) Eviction Filing. Fee in accordance with the attached Fee Schedule in the event that Manager files a dispossessory/eviction action against the tenant.

(g) Existing Tenant Onboarding. In the event that Manager takes over management of Property with an existing tenant in place, Manager shall be compensated in accordance with the attached Fee Schedule for the work involved in onboarding the existing tenant.

(h) Missing Lease. In the event that Property already has a tenant in place when Manager assumes management responsibilities, and Owner does not have a written lease agreement with tenant (or does not have a fully executed copy of same), Manager shall be compensated a Lease Renewal Fee in accordance with the terms of the attached Fee Schedule for Manager's work to secure an executed written lease agreement.

(i) Paper Checks or Statements. Manager's standard practice is to use "paperless" online statements and direct deposits in order to remain as "green" and low cost as practical. In the event that Owner does not provide direct deposit authorization, or requests paper statements or checks be mailed, then Owner shall pay a \$35 Paper Check Administrative Fee on the 1st day of each calendar month.

(j) Court Appearances. Fee of \$500 for each time Manager or Manager's attorney must attend a court hearing on Owner's behalf, except in the cases of dispossessory/eviction actions filed by Manager.

(k) Inspections. Manager shall normally conduct move-in inspections of Property at no cost to Owner, and conduct or hire a vendor to conduct one detailed interior inspection with photos per year at Owner's expense. If Manager conducts an interior inspection, Manager will be compensated \$150. A move-out inspection will be performed at the conclusion of each tenancy and Manager will be compensated in accordance with the attached Fee Schedule.

(l) Owner Requested Trips. If Owner requests that Manager make a trip to the property that is outside of Manager's normal procedures in leasing and managing property (e.g., asking Manager to pick up a package mailed to the property), then Owner shall compensate Manager \$50 per hour for services requiring the work of Manager's employees, or \$150 per hour for services requiring the work of the Qualifying Broker, CEO, or other senior management including travel time from Manager's place of business to Property and vice versa. This time shall be rounded to the nearest fifteen (15) minute increment with a minimum billed time of one (1) hour. Manager shall notify Owner prior to performing the service if any service requested by Owner shall be billed under this paragraph.

4. Non-Discrimination.

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

(b) If Owner should at any time insist that Manager disregard Fair Housing Laws and/or State or Local Landlord/Tenant Laws, this Agreement shall be terminated immediately due to Owner's default, with all amounts owed in accordance with section 21(h).

5. 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 tenant or to anyone without Owner's permission, except as is required by law. For purpose of the Owner's privacy and protection, future leases will be between Manager and tenant 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 and long-standing qualifying guidelines, except where applicant is requesting unusual terms like extended lease terms (longer than 24 months), discounted rent, short lease terms (shorter than 12 months), etc.

(b) Owner hereby constitutes and appoints Manager as his/her true and lawful Attorney-in-Fact, for him/her and in his/her name, to lease the Property herein above described which leases shall contain such provisions as the Manager shall deem proper and to do those acts permitted by the terms of this Agreement.

(c) Owner agrees not to contact the tenant while Owner is under this Agreement.

(d) Owner shall not attempt to enter the Property at any time while a tenant has possession of the Property.

6. Management and Legal Proceedings.

(a) Upon leasing the Property, Manager shall also manage it for Owner and, in that regard, Manager shall deposit all income into a trust account maintained by Manager. Said trust account shall at all times be registered with the Georgia Real Estate Commission. Manager shall make a remittance to Owner of all funds due owner whenever such funds are available after deducting the appropriate sums. Distributions are made on Mondays and are accompanied by a statement emailed or published on the Owner's portal detailing income and expenses related to the Property since the last statement period. 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, costs to conduct background/credit checks on applicants, costs associating with evicting tenant and other expenses as

set forth in this Agreement, or the lease. 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, including but not limited to application fees, pet fees, administrative fees, charges, and interest on escrow accounts shall be the property of Manager. Any rent paid in advance by tenant 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 tenant, and if Manager deems it proper, to reinstate such leases. **(b)** Manager is authorized to institute and prosecute legal actions in Magistrate's (small claims) court in Owner's name and behalf to collect rent, remove tenant 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 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.

7. Consistent Policies.

Owner and Manager hereby agree that Manager cannot treat one tenant differently than another, and Owner hereby agrees to allow Manager to manage Property and all leases in accordance with Manager's standard policies and procedures and with any exceptions made at sole discretion of Manager. This shall include, but is not limited to, policies on evictions, on not waiving late fees, and on not extending leases month-to-month.

8. Repairs, Maintenance, and Owner's Operating Account.

(a) Owner acknowledges that under Georgia law O.C.G.A. sections 44-7-2 and 44-7-13 he/she is responsible for maintenance and repairs of all improvements left on the Property and may not waive, assign, transfer to the tenant 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 tenant 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 estimated expenditures for any one item or repair shall not exceed the sum of \$500 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. 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. In the event that owner is unreachable after multiple contact attempts for more than forty-eight (48) hours to approve a repair in excess of the above amount, Manager shall be considered authorized to make such repair. Manager is expressly authorized by Owner to employ, discharge, and supervise 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 the balance in the Owner's escrow account, Manager may from time to time, but is not required to, advance Owner the amount of the estimate prior to the repair. Owner agrees to promptly reimburse Manager for the cost of all repairs, which Manager pays for or which Manager becomes obligated, but Owner understands that Manager is under no obligation to make expenditures in excess of the Owner's trust account balance. Owner may hire a properly licensed and insured vendor to perform any exterior work while the Property is occupied by a tenant and interior work when Property is vacant provided Owner notifies Manager to allow for proper notice to be given to tenant.

(b) In the event that Owner has a home warranty that covers repairs to Property and Owner wants Manager to use the home warranty company for repairs while Manager is managing Property, Owner must provide the warranty company contact information, the policy or account number, and a copy of the policy to Manager upon signing of this Agreement. Manager reserves the right to use Manager's vendors rather than the home warranty company if in Manager's sole discretion, the use of the home warranty company for a particular repair would cause an unreasonable delay. When making this determination, Manager shall take into account the nature of the repair, the inconvenience to the tenant caused by it and any delay, the expected amount of time for the warranty company to effect repairs, and any other criteria that Manager deems relevant.

9. Minimum Account Balance.

Once the Property is rented, Owner agrees to establish and maintain with Manager the sum of \$500 for each Property managed, 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. Manager may use the services of a third-party accounting service or software provider to generate and distribute 1099s.

10. Promotion and Advertising.

Manager may, at the Manager's expense, advertise the Property in whatsoever manner the Manager may feel appropriate, in compliance with applicable Georgia laws and Georgia 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 these sources will change from time to time as new sources and technology become available. 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 sign costs plus labor and mileage to install same.

11. Lockboxes.

Owner authorizes Manager to place a lockbox on the Property to be used in connection with the marketing, inspection, repairs, 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. Manager may provide the lockbox code, or may use an automated electronic lockbox system, that allows access to the property for prospective tenants who have provided their drivers' license or other appropriate pre-screening documentation. Owner acknowledges the risks associated with the use of a lockbox and is encouraged to remove all valuables or put them in a secure place; prevent lockboxes to be installed on door handles that can be unscrewed from the outside or on other parts of the building from which a lockbox can be easily removed; place a separately keyed (or internally locking deadbolt) lock on the door serviced by lockbox that is locked at all times when the occupant of the Property is present and take any other measures Owner believes are appropriate to protect Owner's property and all persons occupying the Property.

12. Pet Policy & Pet Damage Guarantee.

Manager's policy is that all properties that we list are "pet friendly," unless a government entity or an HOA or COA with jurisdiction over the property has prohibited pets in their covenants or community rules. This is to ensure standardized policies and procedures for all properties within our brokerage. Manager provides a Pet Damage Guarantee to Owner and Manager collects Pet Administrative Fees from tenants in order to cover the cost of this guarantee. Tenant'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 tenant in any way with a legitimate disability) are not considered pets, cannot be denied even in an HOA/COA 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.

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. 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, at all times 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 tenant takes occupancy and between tenants.

(c) Owner shall ensure that the house is free of all pests, and the grounds are in good condition at the time Manager obtains a tenant for Owner. Should Owner commit to make certain repairs prior to occupancy by a tenant and fails to do so to Manager's expectations, Manager is hereby authorized to do said repairs at Owner's expense and without specific permission to facilitate a clean, safe and habitable home for said move in. Upon execution of this Agreement, Owner shall provide Manager with at least two sets of keys to Property and community amenities, passes and access codes for this

Property. Manager may charge Owner for making copies of keys, rekeying existing locks, replacing door hardware, purchasing and programming garage remotes, or any other items Manager deems advisable.

(d) Owner hereby authorizes Manager to have home and carpets cleaned to professional standards prior to each new occupancy.

(e) Owner authorizes Manager to repair and paint any portion of the Property that Manager in Manager's sole discretion deems advisable.

(f) Owner authorizes Manager to install door stoppers on any doors missing them to prevent damage to walls.

(g) Owner authorizes Manager to replace any expired, unlabeled, or non-functional smoke detectors.

(h) Upon a tenant's move-out from the Property, Owner authorizes Manager to hold Owner's funds in escrow to pay any necessary repair and cleaning costs, and other amounts due under this Agreement until completion of the turnover.

14. Insurance.

(a) 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. Prior to the first tenant taking possession, and at all times thereafter until this agreement is terminated, Owner shall maintain liability insurance for at least \$500,000 and cause Manager to be named as an Additional Insured under such liability insurance. Owner shall provide Manager with evidence of such insurance coverage prior to date of occupancy by tenant and thereafter, within seven (7) days of Manager requesting the same. Owner further certifies to Manager that Owner is unaware of any environmental contamination, or hazardous, toxic, dangerous, or unsafe conditions or products on or in Property.

(b) In the event that Owner does not provide Manager with a copy of the insurance policy required above with Manager named as additional insured (not additional interest), then Owner shall pay Manager a \$50 per month Insurance Risk Mitigation Fee until the policy is provided to Manager.

15. Express Release as to Personal Property.

Owner hereby acknowledges that he/she has removed any and 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, 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/her

own risk. Owner shall indemnify, defend, hold and save Manager harmless for and from any and 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. Manager will not under any circumstances inventory, inspect, document or account for owner's personal property.

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 statements that reflect a negative balance shall constitute a written request for reimbursement. Said reimbursement shall be in an amount sufficient to pay the expenses of the Property and maintain the minimum account balance set forth herein. Should Owner's trust account balance fall below the stated minimum, or expenses exceed the account balance, and Owner fails to replenish said account after seven day written notice from Manager, Manager may, but is not required to, borrow money to fund said account to keep it positive. Whatever costs Manager incurs to arrange for said funds shall be reimbursed by Owner plus a \$100 admin fee. Should Owner control 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 Georgia law, plus any costs Manager incurs to fund Owner's negative escrow 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.

17. Backup Payment Method.

Owner shall keep a secondary payment method on file at all times in the form of a debit or credit card to cover any expenses not covered by the rent or the reserve balance upon account termination. At least 30 days prior to the card expiring, Owner shall submit an updated card. If the card on file expires at any time and Owner does not submit an updated card, Owner's funds shall be placed on hold and no disbursements shall take place until the card on file is updated. Owner does hereby authorize Manager to use this secondary method of payment for any charges authorized by this Agreement if

they remain unpaid at the time of contract termination. If the backup payment method is used for any reason, Owner agrees to be responsible for any processing fees owed to the payment processor.

18. Owner's Financial Obligations and Rental Restrictions.

(a) Owner shall keep all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full as required. Should Manager be notified that a foreclosure action has been initiated against the subject property, then Owner authorizes Manager to freeze all of the Owner's funds related to that property and Manager shall make no further disbursement to Owner. Owner shall have thirty (30) days to correct and make current the obligation that initiated the foreclosure action. Should Owner fail to make current the obligation, and thereby stop the foreclosure action, Owner authorizes Manager to refund the security deposit to the tenant and to deduct from Owner's funds on hand with Manager all amounts due to Manager or tenant including, but not limited to, any refund to tenant of pro-rated rent or expenses and all of the management fees that would be due to Manager through the end of the current lease term. Owner and Manager agree that the tenant is not a third party beneficiary and nothing in this paragraph shall limit Manager's other legal remedies to collect from Owner any unpaid fees due to Manager.

(b) Owner shall ensure that there are no neighborhood association, city, or other restrictions against renting Property.

(c) Owner shall ensure that Property is properly registered and approved as a rental property if any city, county, or other government authority with jurisdiction requires same.

19. Security Deposit, Assigning Charges, Reimbursements, and Interpleading.

(a) Manager shall manage the tenant's security deposit in a trust account maintained by Manager and registered with the Georgia Real Estate Commission, until tenant moves out and surrenders possession of the Property to Manager.

(b) In order to fulfill Owner's desire to have the Property leased to a qualified tenant as quickly as possible, Manager, at its discretion, may waive security deposit requirements for a qualified applicant. In such instance, Manager shall be entitled to receive and retain a risk mitigation fee paid by the tenant whereby, upon receipt, Manager agrees to be responsible for reimbursing Owner for any tenant-caused damage to the Property up to an amount of one (1) month's worth of rent. Owner understands and agrees that Manager's obligation hereunder to reimburse Owner for damages up to

an amount of one (1) month's worth of rent shall only be applicable so long as this Agreement is in effect and has not been terminated by Owner.

(c) With respect to any security deposit being held by Owner or Owner's agent for an existing lease already in place when this Agreement commences, Owner shall transfer the deposit to Manager to be held in Manager's trust account within seven (7) days of the signing of this Agreement. In the event that Owner does not timely transfer the deposit to Manager, Owner does hereby authorize Manager to deduct the deposit amount from income received. In such event, Owner and Manager hereby agree that such deposit amount deducted by Manager shall be considered and treated as the tenant's security deposit under the existing lease and shall be maintained in Manager's trust account in accordance with the terms of the existing lease or any renewal thereof.

(d) The application of the security deposit shall at all times be at the sole discretion of Manager in accordance with the lease and Georgia Landlord Tenant Law.

(e) Should Manager determine that said deposits, in whole or in part, belong to the Owner, and disburses said funds to the Owner, and at a later date, a court of law rules that some or all the monies must be returned to the tenant, Owner agrees to return said funds to Manager (or tenant) in the amounts ordered by the court.

(f) Notwithstanding the above, if there is a bona fide dispute over the security deposit, Manager may, upon notice to all parties having 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 in regards to assessing damages, assigning charges and the allocation of the security deposit.

20. Sale of Property.

Owner may not list Property for sale with another brokerage or list Property "for sale by owner" while this Agreement is in effect. This is to ensure that no one except Manager's employees and authorized contractors have access to Property while a tenant is in possession of Property, which mitigates liability risk for both Owner and Manager. 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 Agent, and upon consummation of the sale, Owner shall pay the Manager a commission of two percent (2%) of the gross sales price of the Property. Owner agrees to pay any additional fees due organizations

and outside agents, such as cooperating agents, referral companies, real estate services, in addition to this Manager's commission, which Owner will have full knowledge of before they agree to a sale.

21. Termination.

(a) Owner may terminate this Agreement immediately at any time while Property "is not under a lease", provided that Manager has not already signed a tenant to a lease or otherwise approved a tenant applicant. Owner agrees that "immediately" in this case does not mean that all management actions can terminate immediately when Owner submits the termination form, as some repairs may already be in progress, the property may take a few days to come down off of listing websites, etc. Owner agrees that a reasonable amount of time (e.g. a few business days) is needed for Manager to complete any work already in progress, take down listings, verify that no applicants have already been approved, etc.

(b) Owner can terminate Manager for any reason if the Property "is under a lease", provided the following conditions are satisfied: 1) Owner shall first give Manager thirty (30) days written notice (such notice will be effective on the last day of the month in which it is delivered); 2) Owner shall pay Manager a \$500 admin fee; 3) Owner shall indemnify the Manager from any and all claims made by any tenant against Manager pertaining to the Owner's mishandling of the management of the Property, the security deposit, the Move-Out Inspection, and any and all other claims made against the Manager, by any tenant, caused by the Owner's actions.

(c) Owner may terminate Manager "for cause" if the Property "is under a lease", if the Manager fails to pay any sum payable under this Agreement when due, or fails to perform or comply with any of its obligations hereunder at the time or times in the manner required under this Agreement, provided that Owner must first give Manager thirty (30) days written notice of any such default or breach and allow Manager an opportunity to cure. Should Manager fail to cure any such default or breach with due diligence within thirty (30) days from receipt of written notice, Owner may terminate this Agreement for cause and without penalty.

(d) At Manager's complete and absolute discretion, this Agreement may be terminated immediately with written notice to Owner if Property remains vacant for more than ninety (90) consecutive days.

(e) Manager may terminate Owner "for cause" if Owner fails to perform or comply with any of its Agreements hereunder at the time or times in the manner required, including but not limited to failure to reimburse Manager for any sum payable under this Agreement; provided that Manager must first give Owner thirty (30) days written notice of such default or breach and allow Owner an opportunity to cure; should Owner fail to pay such sum(s), or cure any default or breach with due diligence within

thirty (30) days of receipt of said written notice, Manager may terminate this Agreement for cause and this shall be considered termination due to Owner's default.

(f) Manager shall have the right to terminate this Agreement immediately upon written notice if, in the opinion of Manager or Manager's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Such termination shall be considered termination due to Owner's default.

(g) Manager may terminate Owner "without cause" provided Manager gives Owner thirty (30) days written notice and; transfers to Owner all original lease documents executed by the current tenant and; transfers to Owner the tenant's security deposit and; notifies tenant in writing of Owner's address and phone number as required by Georgia Landlord Tenant Act.

(h) If this Agreement terminates due to Owner's default, Owner shall immediately pay Manager all fees and commissions it would have earned had this Agreement not been terminated, but instead had been in effect for the entire term set forth above. Manager may deduct the full amount of such fees and commissions from any monies being held by Manager which would be due Owner. In the event that this default occurs while the property is vacant, the amount of fees and commissions owed by Owner shall include twelve (12) months of Management Fees and a Tenant Procurement Fee.

(i) 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 right or remedy. Termination of this Agreement does not remove any commission obligation due Manager under this Agreement.

22. Inspections.

Owner acknowledges that no inspection conducted by Manager or Manager's inspection vendors are mechanical inspections of Property, nor are the inspections being conducted by licensed home inspectors. Move-in, move-out, and periodic inspections are visual inspections of the Property to determine tenant-caused damage and to assess whether preventative maintenance may be recommended to preserve the property. Owner agrees that there is no expectation that Manager or Manager's inspection vendors will be able to determine whether items in the home are mechanically sound or properly functioning. Owner may request that Manager have a licensed home inspector conduct a full mechanical inspection at Owner's expense.

23. No Imputed Knowledge.

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

24. Owner's Property Disclosure Statement.

Owner's Property Disclosure Statement is not attached to this Agreement. If Owner does not provide Manager with a Property Disclosure Statement upon the execution of this Agreement, then Owner is hereby affirming that there are no known material defects in the condition of the Property. If, at any time during the term of this Agreement, Owner becomes aware of a material defect in the condition of the Property, Owner shall immediately notify Manager.

25. Notice of Propensity of Flooding.

Owner hereby certifies to Manager the following: some portion or all of the living space or attachment thereto on Property has not been flooded at least three times within the last 5 (five) years immediately preceding the execution of this Agreement. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.

26. Credit Report Disclosure.

Owner understands and agrees that all credit report and tenant application information provided to Manager from tenant or credit reporting agency is strictly confidential and is the sole property of Manager, and Manager has no duties to provide said information to Owner.

27. Waiver of Jury Trial.

Each of the Parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

28. Attorneys' Fees & Court Costs.

In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including court costs and reasonable attorneys' fees, incurred in connection with such action.

29. Responsibility to Cooperate.

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

30. Entire Agreement.

This Agreement, plus the housekeeping documents and addendums Owner executes from time to time during the relationship with Manager, constitutes the entire Agreement between the parties and no oral statements or representations shall be binding on either party. Owner acknowledges that from time to time changes in the laws regulating the rental industry, changes in the license law 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. **(c)** In the event Owner does not agree with such amendment, Owner shall have a one-time option to terminate this Agreement without penalty upon written notice to Manager within thirty (30) days of Owner's receipt of notice of such amendment. In such case, this Agreement shall terminate as of the last day of the period preceding the implementation of changes.

31. Exhibits and Addenda.

All exhibits and/or addenda attached hereto, listed below, or reference herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addenda shall control.

32. Notices.

(a) Owner acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications

can have adverse legal, business, and financial consequences. During the term of this Agreement, Owner agrees to remain reasonably available to receive communications from Manager.

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

(c) If any of Owner's contact information changes, Owner shall notify Manager immediately.

(d) Notices from Owner to Manager to terminate this Agreement or any lease agreement entered into on Owner's behalf can only be sent using Manager's standard forms provided on Manager's web site at www.OmyraPM.com or linked to via Owner's portal. An email, phone call, text message, or letter shall not constitute valid notice of termination.

33. Indemnity.

Owner hereby releases and discharges Manager 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 Manager's sole gross negligence, recklessness or willful misconduct of Manager's employees. 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 for 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 months. For the purpose of this section, the term "Manager" shall specifically include Manager and Manager's affiliated licensees and employees.

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.

Owner acknowledges and agrees that Manager is engaged in the business of renting and managing residential property. In the event that Manager is attempting to rent the Property at the same time that 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 particular residential property. Manager's services hereunder shall be limited to leasing, maintenance and management of the Property, 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 on issues of asset management including the Owner's mortgage, property taxes, insurance, warranties, HOA, utilities, code enforcement or building codes. Nothing herein contained shall be construed or interpreted to mean that Manager is, in any sense, a general contractor, investment agent or advisor for Owner, or a manager of any assets or affairs of Owner other than the Property and the tenant. Manager may pay (and receive) commissions, co-op commissions, rebates, bonuses, profits and referral fees to (and from) outside real estate agents, in-house staff and companies, tenant referral companies, rental relocation companies, multiple listing companies, builders, developers, home warranty companies, banks, contractors and vendors who assist Manager in the marketing, showing, monitoring, leasing, managing and maintaining of the Property, including companies where Manager may be affiliated.

34. Unintentional Communications; Limitation of Liability.

The Parties acknowledge and agree that from time to time, automated systems, software platforms, or other technological tools utilized by Manager may inadvertently transmit communications due to

technical errors, software malfunctions, or other unintentional causes outside the reasonable control of Manager ("Unintentional Communications"). These Unintentional Communications may be sent to Owner after manager is no longer managing the Property for Owner, and to tenant even after a lease may have ended. The Parties expressly agree that any such Unintentional Communications shall not be deemed a breach of this Agreement, nor shall they constitute a violation of any provision prohibiting or limiting communications between the Parties (or the Manager and the tenant or Manager and the Owner) in any subsequent agreements signed. The Parties agree that Manager shall not be liable for any damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from or related to Unintentional Communications. This provision shall survive the expiration or termination of this Agreement for any reason.

35. Governing Law.

This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the state in which the Property is located.

36. Assignment.

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

37. Terminology.

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

38. Time of Essence.

Time is of the essence of this Agreement.

39. Signatures and Faxes.

Owner and Manager agree that this Agreement can be signed electronically using DocuSign or equivalent providers. Faxed 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 they are the exclusive owner(s) of the Property.

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40. 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.

41. Special Stipulations.

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

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/MANAGEMENT AGREEMENT WITH ANY OTHER MANAGER.

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

The above Agreement is hereby accepted on this date of _____.

X

Property Owner Signature

Home Phone _____ Office Phone _____

Property Owner's Mailing Address

Cell Phone _____ Email _____

City State Zip

Omyra INC DBA Omyra Property Management

by:

X

Manager Signature

Broker License #H-75544

Agent License #381980

1986 Montreal Rd

Tucker, GA 30084

678-381-8000

www.OmyraPM.com

Success@OmyraPM.com

ACH Authorization Form

Bank Name:

Account Type:

Account Number:

Routing Number:

I (we) hereby authorize Manager to initiate entries to my (our) checking/savings accounts at the financial institution that Manager has on file for my account and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Manager is notified by me (us) in writing to cancel it in such time as to afford Manager and the financial institution a reasonable opportunity to act on it. Manager reserves the right to discontinue all leasing and management services if this authorization is cancelled, and the termination shall be considered a termination due to Owner's default, as ACH authorization is a requirement for this Agreement.

Fee Schedule

	Landlord Freedom	Total Freedom
Tenant Procurement (percent of full month's rent)	75%	60%
Lease Renewal	\$250	\$250
Management	9% (\$149 monthly minimum)	12% (\$189 monthly minimum)
Onboard Existing Tenant	\$250	FREE
Move-Out Inspection	FREE	FREE
Eviction Filing	FREE	FREE
Marketing Photos & 3D Tour Package	FREE	FREE
90 Day Confidence Guarantee	FREE	FREE
Satisfaction Guarantee	FREE	FREE
Good Tenant Guarantee	FREE	FREE
Pet Damage Guarantee	FREE	FREE
Lost Rent Guarantee	NONE	FREE
Property Damage Guarantee	NONE	FREE
45 Day Lease Guarantee	NONE	FREE

Plan selected:

Guarantees

- 1. 90 Day Confidence Guarantee:** If Owner is not satisfied with Manager's services and wishes to terminate within the first 90 days of the execution of this Agreement, even if a tenant has been placed, the termination fee shall be waived.
- 2. Satisfaction Guarantee:** If Owner is not satisfied with Manager's services during a calendar month and fills out the claim form available on Manager's website www.OmyraPM.com, Manager will waive the next calendar month's Management Fee.
- 3. Good Tenant Guarantee:** Manager shall not charge a Tenant Procurement Fee to place a new tenant if the prior tenant was placed by Manager and did not serve out the full term of their original lease agreement. This does not apply if tenant terminates in accordance with state or federal laws allowing military service members called to active duty or transfer to terminate their lease, or if tenant terminates in accordance with state or federal law allowing victims of domestic violence to terminate their lease.
- 4. Pet Damage Guarantee:** Manager shall cover the cost of any damage that Manager determines was caused by approved pets up to a maximum of \$5,000, provided that the pet was originally approved by Manager.
- 5. Lost Rent Guarantee:** In the event that a tenant that was originally placed by Manager must be evicted or abandons the property during the term of a lease agreement, Manager shall pay the rent that was owed up to a maximum of \$5,000.
- 6. Property Damage Guarantee:** In the event that a tenant originally placed by Manager moves out of Property and Manager determines that damage was caused by the tenant outside of "normal wear and tear" in excess of the security deposit, Manager shall cover the cost of repairs up to a maximum of \$5,000.
- 7. 45 Day Lease Guarantee:** In the event that Manager does not find a qualified tenant within forty-five (45) days of the property being placed on the market in rent-ready condition, Manager shall not charge a Tenant Procurement fee.

Guarantee Conditions: The \$5,000 for Property Damage and Lost Rent are a combined amount, not individual guarantee amounts. In order for Manager to cover the cost of property damage, lost rent, or pet damage, the Owner may not have given notice to terminate this Agreement, and Manager's approved vendors must be used to perform all repairs. After these guarantees are paid out, Owner agrees not to terminate this Agreement for a minimum of one (1) year.

Additional Properties Included in this Agreement (if any):

If additional properties are included above, they are governed by all terms of this Agreement. Notices must be given for each unit individually, and a blanket notice cannot be given for every property covered under this Agreement.

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