RENEW Real Estate Services

203 Point East Drive • Nashville, TN 37216
(615) 800-8490

1. PROPERTY MANAGEMENT AGREEMENT - Relationship & Terms

1.1 PARTIES

Pursuant to the following terms and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this property management agreement (“Agreement”) is executed by and between **<<Owner Name(s)>>** (“Owner”) and Renew Real Estate Services, LLC (“Agency”).

1.2 EXCLUSIVITY

The Owner hereby employs the Agency exclusively to rent, lease, operate, and manage the real property known as: **<<Property Address>>** (individually, “Property” or, collectively, “Properties”). Each additional real property placed under management of the Agency after the execution of this Agreement shall be deemed to be and treated as a Property under this Agreement.

1.3 EMPLOYMENT OF AGENCY

Owner hereby appoints and designates Agency to be Owner’s sole and exclusive property management agent for each Property identified herein. Agency is a licensed Tennessee real estate brokerage and agrees to provide property management services pursuant to the terms of this Agreement.

1.4 AUTHORITY OF AGENCY

Owner hereby grants Agency exclusive authority to manage and operate the Property on Owner’s behalf in accordance with this Agreement. Agency is authorized to perform all acts reasonably necessary for the leasing, operation, and maintenance of the Property, including marketing and leasing the Property, executing leases and renewals, collecting rents and other charges, coordinating repairs and maintenance, hiring and supervising vendors and contractors, and communicating with tenants and other parties regarding the Property.

Owner authorizes Agency to execute contracts and arrangements for maintenance, repairs, cleaning, landscaping, waste removal, utilities, and other services reasonably necessary for the operation and preservation of the Property. All costs associated with such services shall be the responsibility of Owner unless otherwise agreed in writing.

Agency is authorized to act on Owner’s behalf regarding tenant matters, including but not limited to issuing notices, enforcing lease provisions, initiating eviction proceedings in the name of the Owner, recovering unpaid amounts, and negotiating, settling, or resolving tenant disputes, claims, or monetary matters when, in Agency’s professional judgment, such action is appropriate.

Owner acknowledges that Agency may utilize electronic systems, software platforms, and communication tools to provide management services, maintain records, process payments, and communicate with Owner and tenants. Owner further acknowledges that all ownership-related expenses, obligations, and liabilities shall remain the sole responsibility of Owner unless otherwise expressly agreed in writing.

1.5 TERM, AUTOMATIC ANNUAL RENEWAL, NOTICE OF TERMINATION

This Agreement shall be effective as of **<<Management Start Date>>** and continue for an initial term of one (1) year. This Agreement shall automatically renew annually unless terminated in writing by either party by providing no less than sixty (60) days written notice prior to the expiration of the then-current term. Either party may terminate this Agreement pursuant to the terms and conditions contained herein. No early termination fee shall apply following completion of the initial term. The termination process is described in further detail in Section 2.17 of this Agreement.

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

X____________
Initial Here

2. PROPERTY MANAGEMENT AGREEMENT - Authorization and Responsibilities of Agency

2.1 INITIAL WALK-THRU

If necessary, Agency may meet with Owner prior to leasing the Property to evaluate its condition and make recommendations regarding preparations intended to maximize rental value. If the unit is occupied, any walk-through may be conducted after it is vacated. Any recommended work shall be at Owner’s sole expense.

2.2 ADVERTISING

Agency shall advertise the Property for rent using methods Agency deems appropriate. Owner authorizes Agency to place a “For Rent” sign on the Property and to list the Property on the Multiple Listing Service, Agency’s websites, third-party rental websites, social media platforms, and any other electronic, digital, or print media.

All customary advertising methods described above may be provided at no additional charge to Owner. Agency has sole discretion to determine what constitutes customary advertising.

Any marketing or advertising beyond customary methods that incurs additional cost shall be coordinated by Agency and shall be at Owner’s sole expense. Agency will obtain Owner’s approval before incurring any such additional advertising expense.

2.3 LOCKBOXES & ACCESS

Agency is authorized to install and use lockboxes, electronic access devices, or other controlled-access methods on the Property for showings, contractor access, and management purposes. Agency shall use reasonable care in managing access devices and keys and shall not be liable for loss or unauthorized entry except in cases of gross negligence or willful misconduct. Agency may remove any such devices upon termination of this Agreement.

2.4 LANDLORD LOCKS

Upon commencement of management services, Agency will install Landlord Locks on the property to maintain secure key control throughout the management period. The cost is a one-time fee of $75 per exterior deadbolt, plus $40 per passage knob, if required, along with the applicable installation labor charge. The Landlord Locks remain the property of the Agency and, upon termination of this Agreement, may be removed and returned to the Agency upon request. Routine rekeys of Agency-installed Landlord Locks are included at no cost as part of the management services. If a lock requires replacement due to age, damage, or misuse, replacement will be billed at the then-current installation rates. If Landlord Locks cannot reasonably be installed on the property, Owner agrees to reimburse the direct cost of any required locksmith services.

2.5 SHOWING PROPERTY AND PROCESSING APPLICATIONS

Agency agrees to promptly pursue leads and inquiries regarding the leasing of the Property and will arrange showings and process rental applications during regular business hours only. Agency shall have sole discretion over the scheduling and method of showings.

2.6 TENANT SCREENING

Agency shall screen all applicants interested in the Property. The screening process shall include review of credit history, criminal history, and eviction history. Agency will verify applicant employment and income and may contact listed references and prior landlords to verify payment history and rental performance. Applicants failing to meet Agency's qualification standards will not be approved. Agency assumes no responsibility for the performance, payment history, or conduct of tenants placed in the Property prior to Agency assuming management responsibilities, including tenants placed by Owner, a prior owner, prior management company, leasing agent, or other third party.

Owner acknowledges that Agency cannot guarantee tenant performance, rent collection, occupancy duration, Property condition, or avoidance of damages, including for tenants approved and placed by Agency.

2.7 RENTING THE PROPERTY

Owner authorizes Agency to execute leases on behalf of Owner. Agency, in its professional discretion, will lease the Property on terms and conditions it deems appropriate based on prevailing market conditions. Agency will consider any rental amount guidance provided in writing by Owner, but such guidance shall be advisory only and shall not limit Agency's discretion to establish the rental amount based on market conditions at the time of vacancy. At the termination or expiration of any lease and without further approval of Owner, Agency may raise or lower the rent using its professional discretion to reflect the Property's fair market rental value. Once the Property is leased, Agency will negotiate all extensions and renewals at its discretion.

2.8 MAINTENANCE

Agency shall coordinate and supervise maintenance, repairs, inspections, and other services necessary for the operation, preservation, and management of the Property. Owner authorizes Agency to request, coordinate, approve, and arrange for repairs, services, supplies, and other expenses reasonably necessary for the Property. All such expenses shall be the responsibility of Owner.

Routine maintenance and repairs shall not require prior Owner approval. For individual repairs or expenses exceeding $1,000, Agency will seek Owner approval prior to proceeding, except for recurring operating expenses or emergency repairs. Agency may authorize emergency or time sensitive repairs without prior Owner approval when Agency reasonably determines such repairs are necessary to protect the Property from damage, address unsafe conditions, comply with lease obligations, or maintain essential services. Emergency repairs may include, but are not limited to, water intrusion, electrical issues, plumbing failures, HVAC failures, or conditions affecting habitability.

When Owner approval is requested for a repair estimate, Owner agrees to respond within one (1) business day whenever reasonably possible because failure to provide timely approval or direction may result in delays in completing repairs or addressing tenant concerns. Nonetheless, Agency is hereby expressly authorized to proceed with work at the Owner's expense if, in the sole discretion of the Agency, delay would create an unreasonable risk to the Property or tenants. However, Agency does not have to act without express direction and shall not be responsible for delays caused by the Owner's failure to give direction or approval or lack of funding. Similarly, Agency shall not be responsible for delays caused by tenant unavailability, vendor unavailability, material shortages, weather conditions, governmental requirements, or other circumstances outside Agency's reasonable control.

Agency is hereby expressly authorized to consult with, hire, and utilize qualified vendors, contractors, and service providers to perform work at the Property, including when, in the Agency's sole discretion, the work requires a licensed, bonded, or insured professional knowledge, skill, expertise, or permits. Third-party vendor invoices shall include a 10% supervisory fee to compensate Agency for coordination, scheduling, inspection, quality control, invoice review, and communication related to such services.

Owner shall not perform, or authorize third parties to perform, work at the Property without prior coordination with Agency. Owner-performed or owner-directed work must comply with applicable laws, lease requirements, and Agency procedures. If Agency is required to coordinate, supervise, inspect, document, communicate regarding, or otherwise assist with owner-performed or owner-directed work, Agency may charge Owner a flat-fee or hourly rate for the time and resources Agency provides. The exact fees and rates may be disclosed in separate written communications or through an online communications platform made available for the mutual convenience of the Owner and the Agency ("Owner Portal") and shall be deemed to be reasonable and effective 30 days after such communication or posting.

All maintenance expenses shall be paid from Owner proceeds or trust account balances when available. If expenses exceed available funds, Owner shall provide the necessary funds within three (3) business days of Agency's request.

2.9 INSPECTIONS & PREVENTIVE MAINTENANCE

At Owner's request, Agency may perform preventative maintenance, evaluations or other inspections of the Property that fall outside the normal scope of management services. Such inspections will be subject to a fee based on the scope of work requested and the size of the Property. Any recommended repairs or follow-up work arising from these inspections shall be handled in accordance with Section 2.8 and shall be at Owner's sole expense.

2.10 SECURITY DEPOSIT

Agency shall maintain tenant security deposits in a designated escrow or trust account in accordance with applicable law. Unless otherwise agreed in writing, any security deposits held by Owner prior to the commencement of this Agreement shall be transferred to Agency for deposit and administration.

At the conclusion of a tenancy, Agency shall account for and process security deposits in accordance with applicable law and the terms of the lease. Security deposits may be applied toward unpaid rent, tenant charges, damages beyond normal wear and tear, repairs, or other lawful deductions attributable to the tenant. Any remaining balance shall be returned to the tenant as required by law.

Owner acknowledges that security deposits are held for the benefit of the tenant and are not Owner funds available for distribution except as permitted by applicable law and this Agreement. Security deposits shall not be used to satisfy ownership expenses, sale proceeds adjustments, or other obligations unrelated to tenant charges and lawful deductions.

Upon termination of this Agreement, transfer of management responsibilities, or sale of the Property, Agency shall only release or transfer security deposits to the party assuming legal responsibility for the tenant relationship and security deposit obligations. Agency shall not be required to release security deposits directly to an Owner, purchaser, or other party solely because of a sale, closing transaction, or change in ownership unless Agency has received appropriate documentation confirming the transfer of responsibility and Agency determines the transfer is permitted under applicable law.

Owner acknowledges that any sale, transfer of ownership, or termination of Agency's management services does not automatically relieve Agency of obligations related to security deposits until custody and responsibility for such deposits have been properly transferred. Once Agency has completed a lawful transfer of security deposits, records, and related documentation to the responsible successor party, Owner and successor party assume all future obligations related to the administration, accounting, and disposition of those security deposits.

The Agency may, in its professional discretion, utilize alternative security deposit programs, including deposit replacement programs, security deposit waiver programs, or similar arrangements, whether provided by third parties or administered by the Agency, when the Agency determines such programs may facilitate the leasing of a Property or support occupancy. Any fees, commissions, administrative fees, or other compensation received by the Agency in connection with such programs shall be retained by the Agency and shall not constitute rent, security deposits, or other funds belonging to the Owner, unless otherwise expressly agreed in writing.

Owner shall indemnify, defend, and hold Agency harmless from any claims, damages, or liabilities arising from the failure of a successor owner, purchaser, or subsequent management party to properly administer, account for, or return security deposits after a lawful transfer by Agency.

2.11 LATE FEES AND RETURNED CHECKS

Agency shall deduct and retain all late fees. If Agency has already remitted proceeds to Owner based on a tenant payment that is later returned for insufficient funds, Agency may recover the amount from Owner's future proceeds or by invoicing Owner. Agency may also charge and retain a returned-check (NSF) fee from the tenant.

2.12 OUTSTANDING OWNER BALANCES

Owner is responsible for all charges, expenses, fees, and amounts incurred or owed in connection with the management, operation, maintenance, or ownership of the Property. This includes, but is not limited to, maintenance expenses, vendor invoices, Agency fees, reimbursements, legal expenses, and other amounts due under this Agreement.

Any outstanding balance not paid within thirty (30) days after notice to Owner may be subject to a late charge of one percent (1%) per month or the maximum amount permitted by Tennessee law, whichever is lower.

Agency may apply available funds from other properties managed on behalf of Owner, Owner proceeds, or other funds held by Agency for Owner's benefit toward any outstanding balance owed by Owner.

If Owner fails to timely fund required expenses or maintain a current account balance, Agency may suspend non-essential services, decline to authorize additional work, terminate this Agreement, or pursue any available collection remedies. Upon notice of termination for any reason, all outstanding balances shall become immediately due and payable. Owner shall be responsible for all reasonable costs and expenses incurred by Agency in collecting amounts owed, including attorney's fees and court costs.

2.13 FINAL WALK-THRU

Agency shall evaluate the Property upon termination or expiration of a lease to assess possible damages. Agency shall have sole discretion to determine what, if any, deductions are made from the tenant's security deposit for damages beyond normal wear and tear, unpaid charges, or other lawful deductions.

In the event of a sale of the Property or termination of this Agreement, if Agency will not be completing the repairs, Agency will only apply charges against the security deposit if detailed supporting invoices are provided to Agency within 21 days of the tenant's move-out.

2.14 MONTHLY STATEMENT

Agency will send Owner income payments approximately the 10th and 25th of every month. Electronic Owner statements and reporting will be sent to accompany the payment on the 10th as well as a full month version after period close.

2.15 YEAR END REPORT

Agency will compile and deliver a Year End Report and applicable tax documents, including Form 1099, no later than the required IRS deadline. Tax documents will be provided electronically through Agency's designated electronic delivery system or Owner Portal. Owner consents to electronic delivery of tax documents and is responsible for maintaining accurate contact information and access to electronic communications. Owner may request a paper copy by written notice to Agency.

2.16 COMPENSATION

Owner shall pay Agency a Lease Processing Fee equal to Lease Up Fee at the signing of every new lease. Owner agrees to pay Agency Management Fee Percent of gross income from the Property or a minimum monthly charge of Minimum Monthly Fee, whichever is greater. Gross income is defined as all monies collected, including but not limited to rent, pet fees, and any other direct property-related revenue as defined_and amended, from time to time, by the Agency. Agency shall retain all application fees, late fees, NSF fees, administrative fees, resident benefits package, security deposit alternatives or other tenant-related fees collected in connection with the management of the Property. The Management Fee will be deducted by Agency immediately upon receipt of any income from the Property. All other bills and/or payments will be paid after Agency. A leasing commission of Lease Renewal Fee will be charged for every lease renewed for another full term. Owners will be assessed a One-Time administrative fee of Administrative Set Up Fee to set up their account. After the initial term of this Agreement, Agency reserves the right to change compensation terms with at least sixty (60) days' prior written notice to Owner.

2.17 TERMINATION & TRANSITION

If Owner removes an occupied Property from Agency's management, transfers management responsibilities to another party, or otherwise terminates this Agreement prior to the expiration of the one-year term, Owner shall pay Agency an early termination fee equal to the lesser of either the remaining monthly management fees due through the end of the current tenant lease term or $500 per unit. The early termination fee shall not apply if Agency terminates this Agreement without cause, or if Owner terminates due to a material breach by Agency that remains uncured after reasonable written notice and opportunity to cure, or if the Property is sold and the purchaser retains Agency for continued management of the Property.

Upon termination of management services for any reason, Owner shall pay Agency a transition administrative fee of $150 per unit. This fee compensates Agency for the administrative and operational work required to transition the Property, including account reconciliation, preparation and transfer of records, tenant file transfer, security deposit coordination, vendor information transfer, accounting closeout, keys, and other related transition activities. The transition fee and any applicable early termination fee shall be due immediately upon notice of termination and may be deducted from any funds held by Agency.

The parties acknowledge that the transition administrative fee and any applicable early termination fee are intended to reasonably compensate Agency for administrative costs, operational resources committed, and expenses associated with the termination and transition of management services and are not intended as a penalty.

2.18 MINIMUM BALANCE

For each individual unit being managed, Owner shall always maintain a minimum balance of Minimum Balance in the Agency's Operating trust account and, if a required repair exceeds the available balance in the account, the Owner shall promptly pay into the account the funds that are necessary to cover the repairs and still maintain the minimum balance.

2.19 OWNER RESPONSIBILITIES & COOPERATION

Owner shall be responsible for maintaining the Property in an always clean, safe, and rentable condition. Owner shall keep utilities connected, maintain landscaping, comply with local codes and HOA rules, and maintain adequate insurance. During periods of extended vacancy or cold weather, Owner hereby fully, absolutely, and irrevocably authorizes Agency to perform necessary upkeep (including winterization) at Owner's expense.

Owner shall fully cooperate with Agency in good faith regarding all aspects of property management. Owner shall respond to Agency's requests for approvals, instructions, information, or access within one (1) business day, provide and maintain current and accurate contact information (email and phone), regularly monitor all communications through the Owner Portal, promptly fund the operating or trust account when rental income is insufficient for repairs or other expenses, and refrain from interfering with Agency's management activities, tenant relationships, or vendor communications. Owner shall not interact directly with tenants unless expressly authorized by Agency. Owner shall fully and promptly disclose any known defects, needed repairs, code violations, environmental issues, or other material conditions affecting the Property.

Owner's material or repeated failure to fulfill these responsibilities or cooperate as required shall constitute a breach of this Agreement. In such event, Agency may assess additional administrative fees, suspend services, or terminate the Agreement and apply the termination provisions

2.20 SALE OF PROPERTY

Owner acknowledges that Agency has experience managing investment properties and understands the operational impact a sale can have on tenants, property condition, marketing, and transaction coordination. Agency recommends that, whenever practical, the Owner not market a Property for sale until after an existing tenancy has ended and the Property has been prepared for sale because vacant Properties generally provide greater flexibility for showings, preparation, and presentation to prospective buyers.

Owner is under no obligation to engage Agency as the listing broker. However, Owner is encouraged to utilize Agency for sale-related services due to Agency's knowledge of the Property and its management history. If Agency is engaged as the listing broker, no Property Sale Coordination Fee shall apply.

If Owner elects to sell the Property while it remains under management and uses a broker other than Agency, the sale process will require additional coordination and administrative services beyond the normal scope of property management. In that event, Agency shall provide necessary sale coordination services during regular business hours only, including communication with the listing broker, buyer representatives, inspectors, appraisers, contractors, and other parties; coordination of property access; tenant communication; scheduling; documentation; and related administrative work.

Owner is under no obligation to engage Agency as the listing broker. However, Agency would encourage Owner to consider engaging the Agency for sale-related services due to Agency's knowledge of the Property and its management history. If Owner engages a third-party for sale-related services, the Owner shall pay Agency a Property Sale Coordination Fee of $400 per month from the date the Property is listed for sale and continuing until either closing of the sale, withdrawal of the listing, or termination of management services, whichever occurs first. If Owner engages Agency for sale-related services, though, the Property Sale Coordination Fee is waived.

In any case, Owner shall provide Agency with advance written notice prior to listing the Property for sale. If the Property is currently occupied, then the notice must be at least forty-five (45) days in advance so Agency has sufficient time to coordinate tenant communication and transition requirements.

All access by Owner, listing brokers, buyers, inspectors, appraisers, and other third parties shall be coordinated through Agency. No showings of an occupied Property shall occur without advance written approval of the Agency, which approval shall not be unreasonably withheld. All showings, inspections, appraisals, and access requests shall comply with applicable law, the lease, tenant rights, and Agency procedures.

Agency or a designated representative may be required to be present for property access during a showing or provision of other sales-related services. Owner shall be responsible for any costs associated with additional access, inspections, repairs, or services requested during the sale process.

If ownership transfers while a tenant remains in possession, Owner shall be responsible for ensuring that the purchaser properly assumes all obligations related to the lease, security deposit, and landlord responsibilities. Agency shall coordinate the transfer of records and information as necessary but shall have no responsibility for the purchaser's future administration of the tenancy after an ownership transfer.

2.21 HOLD HARMLESS

Owner agrees to indemnify, defend, and hold Agency, its officers, agents, employees, and contractors harmless from and against all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or in connection with the management of the Property. This includes, but is not limited to, claims related to injuries to persons or property, pre-existing conditions (such as mold, lead paint, asbestos, or environmental hazards), tenant disputes, allegations regarding habitability or maintenance delays, personal property damage, criminal activity, unauthorized occupants, pets, tenant conduct, or any acts or omissions of Owner.

Agency shall not be liable except in cases of its own willful misconduct or gross negligence.

2.22 INSURANCE REQUIREMENTS

Owner shall, at Owner's sole expense, maintain throughout the term of this Agreement property insurance covering the full replacement cost of the Property, and commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate, and coverage for loss of rents or business interruption insurance, and such other coverages as may be reasonably required by Agency.

All policies shall specifically name Agency as an additional insured and, upon request, Owner shall promptly provide Agency copies of certificates of insurance evidencing such coverage.

Owner acknowledges that the additional insured requirement is a material term of this Agreement intended to protect Agency from claims, damages, liabilities, and expenses arising from ownership, operation, maintenance, occupancy, or condition of the Property. If Owner fails to maintain Agency as an additional insured, Owner shall defend and hold Agency harmless and Owner shall bear sole responsibility and liability for all claims, damages, losses, liabilities, costs, and expenses that would have been covered, defended, or indemnified under such insurance coverage.

Failure by Owner to maintain the required insurance or additional insured status shall constitute a material breach of this Agreement and, at the sole election of Agency, may result in its immediate termination.

2.23 LIMITATION OF LIABILITY

Agency's aggregate liability to Owner for all claims, damages, or liabilities arising out of or related to this Agreement, whether in contract, tort, negligence, or otherwise, shall not exceed the total management fees actually received by Agency from Owner during the twelve (12) months immediately preceding the date the claim is made.

2.24 PETS

Pets are generally allowed with prior written approval and execution of a Pet Addendum. Pet fees, deposits, and restrictions will be enforced according to the lease terms. Owner acknowledges that Agency is not liable for any damage caused by pets or for claims arising from animals on the Property. Service animals and emotional support animals (ESA) will be handled in accordance with the Fair Housing Act and other applicable laws. Pet policies may be restricted by homeowner's association or condominium association (collectively, "HOA") rules, in which case those restrictions will control.

2.25 RESIDENT BENEFIT & OTHER PROGRAMS

The Agency may, at its discretion, offer or administer a resident benefit package or other similar programs designed to enhance the resident experience, improve retention, or support property operations. Any fees, commissions, or other revenue generated from such programs shall belong solely to the Agency and shall not be considered property income.

2.26 NOTICES, TECHNOLOGY & ELECTRONIC APPROVALS

All notices, statements, reports, and other communications under this Agreement shall be in writing and may be delivered by email, text message, Owner Portal, hand delivery, or U.S. Postal Service. Electronic communications and postings to the Owner Portal shall be deemed received upon transmission. Owner shall maintain a current email address and phone number with the Agency and agrees to regularly monitor the Owner Portal.

Owner consents to electronic delivery of all documents. Approvals, authorizations, and instructions provided by Owner via email, text message, or the Owner Portal shall be binding and have the same effect as a signed writing. Owner must report any errors or discrepancies in monthly statements within thirty (30) days of receipt. Owner waives the right to dispute any monthly statement more than thirty (30) days after issuance. Failure by Owner to monitor electronic communications shall not relieve Owner of any obligations under this Agreement.

2.27 SUCCESSORS & ASSIGNMENT

This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. Agency may assign this Agreement in connection with a sale, merger, or transfer of its business or assets. Owner may not assign this Agreement without Agency's prior written consent.

2.28 ATTORNEY'S FEES

In any litigation or legal proceeding arising out of or relating to this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. Notwithstanding the foregoing, all costs associated with tenant evictions, collections, or enforcement of lease terms shall be the sole responsibility of the Owner and may continue even after termination of this Agreement.

2.29 POST TERMINATION COLLECTIONS

Following termination of this Agreement, Agency shall have the right to continue collecting any outstanding rents, late fees, security deposit deductions, judgments, or other amounts due from former tenants or third parties.

For the first twelve (12) months after termination, Agency shall remit any net proceeds to Owner after first deducting its standard fees, costs, and any expenses incurred. During this period, Agency may require Owner to pay ongoing legal fees or provide a retainer to keep counsel engaged. If Owner declines to fund such costs or retainer, Agency may, at its option, either (a) discontinue further collection efforts without liability, or (b) assume full ownership of the outstanding debt. If Agency elects to assume the debt, Owner hereby assigns all rights, title, and interest in the claim to Agency, and Agency shall be entitled to retain 100% of any future recoveries.

After twelve (12) months, if Agency is still actively pursuing collections, any further recoveries shall first be applied to reimburse Agency for all fees, costs, and expenses it has incurred. The remaining balance shall be split equally, with fifty percent (50%) retained by Agency and fifty percent (50%) remitted to Owner.

2.30 GOVERNING LAWS

This Agreement, the relative rights and obligations of the parties, and all performance hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state courts of Davidson County, Tennessee. If any part of this Agreement is held to be unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

2.31 CYBERSECURITY

Agency uses reasonable efforts to safeguard data but is not liable for losses resulting from cyber-attacks, hacking, phishing, or other security breaches not caused by Agency's gross negligence. Owner is responsible for protecting their own login credentials and promptly notifying Agency of any suspected unauthorized access.

2.32 FAIR HOUSING COMPLIANCE

Agency and Owner shall comply with all applicable federal, state, and local fair housing laws, including the Fair Housing Act. Agency will not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other protected class. Owner shall fully cooperate with Agency in processing reasonable accommodation requests in accordance with law.

2.33 NON-SOLICITATION

During the term of this Agreement and for a period of twenty-three (23) months following its termination for any reason, Owner shall not, directly or indirectly, solicit, recruit, hire, engage, or attempt to hire or engage any employee of Agency, or any contractor or vendor that Agency regularly uses in connection with the management of the Property, without Agency's prior written consent.

Owner acknowledges that a violation of this section could cause Agency significant harm and, if a violation occurs, Agency shall be entitled to all available remedies at law or in equity, including injunctive relief and recovery of actual damages.

2.34 CONFIDENTIALITY

Owner acknowledges that during the term of this Agreement, Owner may receive or have access to Agency's confidential and proprietary information, including but not limited to business processes, pricing, vendor relationships, internal procedures, software systems, and other non-public information. Owner agrees to keep all such information strictly confidential and shall not use or disclose it to any third party during or after the term of this Agreement, except as required by law or with Agency's prior written consent. This obligation shall survive the termination of this Agreement.

2.35 FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement (other than payment obligations) if prevented by a Force Majeure Event. A "Force Majeure Event" includes acts of God, war, terrorism, riots, governmental orders, pandemics, epidemics, natural disasters, or other events beyond the reasonable control of the affected Party.

The affected Party shall promptly notify the other Party and shall use commercially reasonable efforts to mitigate the effects and resume performance. If the Force Majeure Event prevents the Agency from performing its core management services for a continuous period exceeding ninety (90) days, the Agency may, at its sole discretion, suspend services or terminate the Agreement upon thirty (30) days' written notice without payment of any termination fee.

2.36 ENTIRE AGREEMENT & AMENDMENTS

This Agreement, including any attached Exhibits, constitutes the entire agreement between the parties regarding the management of the Property and supersedes all prior or contemporaneous understandings, representations, or agreements, whether oral or written. No amendment, modification, or waiver of any provision shall be effective unless it is in writing and signed by both Owner and Agency. This Agreement may be signed electronically, by facsimile, and in counterparts, each of which shall be deemed to be part of the whole.

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

X__________

Initial Here

3. PROPERTY MANAGEMENT AGREEMENT - Sign and Accept

3.1 ACKNOWLEDGEMENT

Owner acknowledges that Owner has read this Agreement in its entirety, understands it completely, and agrees to all terms, provisions, and conditions contained herein.

Owner further represents and warrants to Agency, as follows:

1. Owner has full legal authority and capacity to execute this Agreement and appoint Agency as sole and exclusive managing agent for the Property;
2. Owner is the sole owner of the Property (or has full authority to act on behalf of all owners) and has the right to lease and manage the Property;
3. There are no other existing management agreements, leases, or other contracts that would conflict with this Agreement (except as already disclosed to Agency in writing);
4. Owner has disclosed to Agency all known material defects, code violations, environmental

conditions, pending legal actions, insurance claims, or other conditions that could reasonably affect the management, leasing, or condition of the Property; and

5. All the information Owner has provided to Agency is true, accurate, and complete to the best of Owner's knowledge.

These representations and warranties are material to Agency's agreement to provide services under this Agreement. Any material breach or inaccuracy shall constitute a material breach of this Agreement.

X ______________________________
Owner

____
Date Signed

X ______________________________
Agent/Broker

____
Date Signed