



1982 Maybank Hwy, Charleston SC 29412
 Office - 843-795-4461 Fax – 843-795-1059 Website - www.SloaneTeamRealty.com
 Principal Broker – J Warren Sloane Jr; Warren@SloaneTeamRealty.com
 Managing Broker - Sarah R Turocy; Sarah@SloaneTeamRealty.com

Residential Management Agreement: Gold Tier

1. PARTIES:

a. The Parties to this agreement are:

Owner: _____
 Owner Address: _____
 City, State, Zip: _____
 Mobile Phone: _____ Wk Ph: _____ Alternative Ph: _____
 Email Address: _____
 Additional Phones or Contact information (including emergency contacts or other authorized parties to account information): _____

Broker: Sloane Realty LLC Email address: clients@sloaneteamrealty.com
 Address: 1982 Maybank Hwy City, State, Zip: Charleston SC 29412
 Phone: 843-795-4461 Fax Number: 843-795-1059

b. Owner appoints Broker as Owner’s sole and exclusive leasing and managing agent of the real property described in Paragraph 2 and in addendum to this agreement.

2. PROPERTY: “Property” means:

Address (include unit numbers) _____
 Legally described as: _____ Tax Number: _____
 In _____ County, _____, together with the following non-real-property items: _____

“Property” also includes any other Property described in any attached Multiple Property Addendum.

3. TERM: This agreement shall commence on _____ and shall automatically renew on a MONTH-TO-MONTH term until either party terminates by providing at least thirty (30) days written notice prior to the end of the month to the other party.

4. MANAGEMENT TIER SELECTED:

Gold Tier			
Management Fee	12%	Annual 1099 Prep Fee	\$0
Leasing Commission - New Tenant	12%	Utilities Management	\$0
Renewal Commission	\$0	Oversee Insurance Claims	\$0
Standard Marketing Pictures	\$0	Initial Set Up Fee - No current tenant	\$0
Tenant Application and Screening	\$0	Animal Protection Multiplier (optional)	\$10 per month
Online Rent Collection	\$0	Professional Marketing Photos	\$50
Monthly & Year End email statement	\$0	Initial One time set up with Tenant	\$99
ACH Owner payments	\$0	Routine Repairs - Home Warranty	\$55
Move-In Inspections	\$0	Annual Technology Fee	\$45
Move Out Inspections	\$0	Annual Condition Report	\$55
Annual Business Report (P&L)	\$0	Co-Op Realtor Leasing Commission	Included
Pre-Move and Vacant Property Inspections	\$0	Lease Guarantee	Included
Annual Pet Certification	\$0	Eviction Fees Guarantee	Included

5. **BROKER COMPENSATION:** In consideration of the services outlined below and rendered by the Broker, Owner agrees to pay Broker the following forms of compensation
- a. **MONTHLY MANAGEMENT:** Broker shall receive as compensation a monthly fee equal to **12% of Gross Rents collected** to include all rents and other income including forfeited security deposits. Full management fees shall be paid regardless of tenant rent credits.
 - b. **FOR LEASING:** Broker charges the equivalent of 12% of One Month's rent for marketing and leasing the property for each new Tenancy. Minimum Charge is Four Hundred Dollars (\$150.00)
 - c. **LEASING GUARANTEE:** Should Tenant that Broker screened and placed under an executed lease agreement fail to complete the initial term of the lease agreement, no Leasing Fee will be charged to Owner by Broker to replace the tenant. This excludes Military transfers or other terminations as required by law. If agreement between Broker and Owner is terminated prior to the end of the current lease, all guarantees and assurances end upon termination of the contract.
 - d. **CONDITION REPORTS:** Upon completion of the Annual Condition Report, the Owner shall pay Broker \$55 per occurrence. Owner may request in writing up to four total Property Condition Reports per year at a cost of \$55 for each occurrence. Owner may request that Broker hire third party vendors to conduct the Annual Condition Report. If a third party vendor is used, the Owner agrees to pay Broker \$65 per hour if Broker is required to be at the property with the inspector (minimum of one hour) per occurrence plus the actual cost of the report. Broker will conduct other Condition Reports at Broker's expense, to include the Pre-Move Out, Move-in, Move-out, and occasional other reports for violations. These reports will be conducted at no additional cost to the Owner. Owner understands that condition reports are visual inspections of the property and are not professional Home Inspections. Broker is not expected to climb onto a roof, find hidden damage, move furniture or belongings, go under a home, check wiring or plumbing, or identify or diagnose any mechanical or structural faults. The purpose of the Condition Report is to identify potential tenant lease violations, tenant maintenance issues, routine maintenance issues, and *identify possible liability issues.*
 - e. **ADMINISTRATIVE FEES:**
 1. A flat Annual Technology Fee of \$45 will be charged to owners for services including preparation of year end statements and 1099 forms to be delivered electronically.
 2. For Furnished units, an initial inventory fee of \$500 is due. Additionally, a fee of \$300 for each move out inventory inspection is due.
 3. If Requested by Owner, Broker will pay monthly HOA dues out of rental proceeds. Owner agrees to provide Broker with HOA rules, regulations, restrictions, and covenants and Owner agrees to provide Broker with HOA contact and dues information if Broker is responsible for making payments. Owner agrees that Broker will pay HOA dues one month in advance, even if that means the initial payment is for two (2) months.
 4. When annual licensing per city guidelines is required by municipalities, a flat administrative fee of \$65 will be charged above the cost of the actual licensing (Only applicable in certain Municipalities)
 - f. **LEASE RENEWAL:** Lease renewal services are included at no additional charge to the Owner in the Gold Tier agreement
 - g. **SET UP FEE:** Upon execution of this agreement a \$100 Set up Fee will be charged to the Owner if the home is tenant occupied.. This fee accounts for the set-up of all bank accounts, software, introduction packets, coordination with any existing tenants, outgoing tenants, cooperating Realtors, and/or Owner's points of contact to gain access to the home to integrate the home into Broker's care.
 - h. **TERMINATION:** This agreement is **MONTH-TO-MONTH** however, if Owner terminates this management agreement with a tenant placed by the Broker occupying the Property, Owner will pay Broker the standard hourly rate to cover administrative expenses incurred by the Broker to provide copies of leases, inspections, maintenance requests, and to transfer deposits held in trust by the Broker for the Owner. Minimum of Two Hours to be charged by Broker. See Paragraph 11.
 - i. **OWNER CAPITAL CONTRIBUTION:** The Owner shall provide Broker with a capital contribution of \$250.00 to be paid at the time of execution of the contract if the Broker is required to maintain utilities until the property is leased. This money will be used to pay authorized expenses while the property is vacant. This is not a fee and is considered Owner funds to be used for expenses and refunded if unused.
 - j. **MISCELLANEOUS CHARGES:** All tenant application fees, late fees, NSF fees, non-compliance fees, processing fees, penalties, vendor rebates/discounts, advertising rebates, banking rebates and discounts shall be retained by, and be the sole property of, the Broker. Broker may pay and/or receive commissions, referral fees or other compensation to/from others involved in real estate and related industries, including those that Broker may have an ownership interest in. Any fees collected from Tenant or others not specifically described herein as belonging to the Owner shall be retained by Broker as additional compensation.

- k. **SALE TO TENANT:** If a sale or exchange of the Property to the Tenant, or to anyone acting for or on behalf of a Tenant or to any member of a Tenant's immediate family is contracted for or effected during the term of this Agreement or within six (6) months of its termination, the Broker will be paid by the Owner promptly a commission of 5.0% of the sales price, if the Broker has a valid South Carolina and/or Georgia Broker license as applicable for the sale of real property in effect on the date such sale or exchange is closed.
- l. **OCCUPIED PROPERTY:** If the property is occupied by a tenant placed by the owner or another management company and tenant is not in good standing at the time of this agreement, or if Broker has cause to initiate formal eviction proceedings during the first Ninety (90) days, Owner agrees to pay an additional \$250 to Broker as a set-up fee. Any costs associated with returning the tenant to good standing or with the Broker processing an ejection will be paid by the Owner.
- m. **HOURLY RATE:** Normal property management does not include monthly inspections, representation at court hearings as permitted by law, homeowner meetings, providing on-site management, property sales, preparing Property for sale, supervising and coordinating modernization, rehabilitation, fire/flood or major damage restoration projects, obtaining income tax, accounting or legal advice, advising on proposed new construction, debt collection, counseling, legal proceedings, as permitted by law, or insurance-related paperwork and estimates with limitations, among others. If Broker performs services not included in the scope of normal property management or specified above, Broker may charge Owner a fee of \$65 per hour. For fire or flood restoration, rehabilitation, major repairs or insurance claims supervised and coordinated by Broker, Owner will pay the full cost of such repairs plus an oversight fee of 10% of such repairs.
- n. **VACANT PROPERTY MANAGEMENT:** If the property is vacant and not on the rental market, terms of management will be defined by a separate Vacant Property Agreement.
6. **MANAGEMENT AUTHORITY:** The Owner hereby grants Broker the following authority and powers and agrees to assume the expenses in connection therewith:

6.1 Leasing and Management Authority:

- a. Advertise the described Property or any part thereof as available for rent, and to display signage and to negotiate and execute leases. All forms of advertising shall be at the discretion of the Broker. Owner agrees not to place any advertisements for the property without prior written authorization from Broker. Owner authorizes Broker to install and use a lock box, access codes, or other means to allow access to the property and shall hold Broker harmless from any claims related to the use thereof. Broker may list the property in the local multiple listing services and allow other agents and agents not affiliated with Broker to show the subject property to prospective tenants while the property is on the market for rent. **Broker will pay any referral fee or commission split** due to another licensed Agent who procures a qualified tenant, unless alternative arrangements are made in advance with Owner. Broker will not be responsible for actions of other licensed Agents or their affiliated licensees.
- b. Negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms. Broker shall, at Brokers discretion, establish, maintain and terminate tenancies with tenants of the Property. The Broker shall have sole responsibility for establishing the terms and conditions for tenancies of the Property, including, but not limited to, tenant approval or decline, establishing rents, deposits, fees, pet terms, and lease terms and conditions. Broker shall not be required to present all offers to lease once a lease has been executed. Broker shall screen all applicants/prospective Tenants and occupants that are 18 years of age or older according to Brokerage Policy and in full compliance with all pertinent State and Federal laws. Broker is not liable for information unavailable at the time of leasing or a change in the Tenant's status during the lease. Owner agrees that screening information is private and shall remain with the Broker and shall not be disclosed to the Owner. This clause survives any termination of this agreement.
- c. Terminate leases for the Property, negotiate lease terminations, serve notices of termination, settle, compromise, or withdraw any eviction or collection action, negotiate and make reasonable concessions to tenants or former tenants of the Property. Broker shall have authority on behalf of the Owner to terminate any lease or rental agreements covering the Property, to execute and serve such legal or other notices as Broker deems appropriate, to institute legal actions for the benefit of, and at the expense of, Owner for the purpose of evicting tenants in default and to recover possession of the Property, to recover unpaid rents and other sums due from any tenant, to settle, compromise and release claims by or against any tenant, and to employ attorneys for payment of rent. Owner agrees that Broker is not responsible for the collection of delinquent accounts. Broker assumes no liability for monies that are uncollectible or for any damages or costs related to the tenancy and the property.
- d. Collect from the tenant a security deposit to ensure the tenant's fulfillment of the conditions of the rental agreement. Broker shall deposit and maintain such security deposit in an escrow account(s) at a national or state banking institution and any interest or benefits earned on account shall be paid to Broker. Broker shall have sole discretion to execute the move-in and move-out inspection reports on Owner's behalf, and to apply the Security Deposit, upon termination of the lease, as provided in the rental agreement and in compliance with relevant state law.

- e. Perform other services deemed necessary by Broker, related to the leasing and management of the Property.
- f. Remit payment, on Owner's behalf, for bills and invoices due for services and maintenance of the property. Broker is not obligated to advance any money to Owner or on Owner's behalf. In the event that the reserve balance is at any time insufficient to pay disbursements due, Owner will, immediately upon notice, remit to Broker sufficient funds to cover deficiencies or outstanding valid invoices. If Broker does advance funds on Owners behalf, then any funds not paid to Broker within 10 days of request, will bear interest at a rate of 8.5% per month.
- g. Assign Broker's rights and delegate its duties under this agreement without Owner's consent, provided that the assignee agrees to assume and perform each and every covenant and term of this agreement applicable to Broker.

6.2 Record Keeping:

- a. Broker will maintain accurate records related to the Property and file Form 1099 with the Internal Revenue Service related to gross income received on behalf of Owner.
- b. Broker will remit, on or about the 25th day of each month, the following items to Owner: funds collected by Broker for Owner under this agreement less deductions and charges transferred electronically directly to Owner's bank account, and a statement of disbursements, delivered electronically.

6.3 Deductions and Offset: Broker may disburse from any funds Broker holds in a trust account for Owner any compensation or reimbursement due Broker or other vendors under this agreement.

6.4 Keys and access to the property: Owner provides to Broker the keys as listed on the Keys Addendum. Owner agrees Broker will rekey locks before placing a tenant and between each set of occupants at Owner's expense. Owner further agrees not to access or visit the property while the tenants occupy the property without proper notice given through Broker.

6.5 Maintenance: Owner agrees to the following terms and hereby grants Broker the following authority and powers and agrees to assume all expenses in connection therewith:

- a. Broker is authorized to make or cause to be made and supervise repairs, decorating, and cleaning on said Property; to purchase supplies and pay all authorized recurring operating charges and bills therefore. The Broker agrees to secure the prior approval of the owner on expenditures more than \$500.00 for any one repair that is not an emergency. If repair expenditures are estimated to exceed \$500, Broker will notify Owner at earliest opportunity via email. Owner grants permission to Broker to proceed with repairs 24 hours after owner has been notified via email even if Owner has not responded; by not responding, Owner grants permission to proceed with repairs at Broker's discretion.
- b. Broker has no obligation to contact Owner prior to handling emergency repairs, even if estimated costs exceeds \$500, if in the opinion of the Broker such emergency repairs are necessary to protect life or protect the property from further damage, or to maintain services to the tenants as called for in the lease. Any faults with the Property, which are noted by any local, state, or federal inspector that constitute a health or safety violation will be treated as an emergency. Heating systems, security of the home, and water heaters are specifically excluded from any limits or permission requirements.
- c. In the event Owner requests Broker to oversee, supervise, or in any way manage any repair using a vendor outside Broker's network of licensed and screened vendors or a "Home Warranty Company" as a third party, Owner shall pay a \$55 fee to Broker for each repair coordinated.
- d. The appliances or equipment present in the Property are specifically included in the attached addendum as being deemed to be supplied by the Owner. Owner agrees to maintain all supplied appliances during the term of any lease unless marked AS-IS.
- e. Broker is authorized to hire, discharge and supervise all labor and employees required for the operation and maintenance of the Property. Broker may perform any of its duties through its preferred attorney, brokers or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention.
- f. Broker is authorized to contract with others, including affiliates of Broker or companies owned by Broker, to perform services including, but not limited to, repairs, maintenance, accounting, data processing, record keeping, and legal representation with regard to landlord tenant disputes. Any vendor invoice may be billed to Owner with a vendor oversight fee or at current market rate as determined by Broker. Any such arrangement with affiliates or companies owned by Broker will be on terms fair and reasonable to the Owner.
- g. Property is to have working smoke alarms and carbon monoxide detectors placed as deemed necessary by Broker. Owner authorizes Broker to install/replace as deemed necessary by Broker.

- h. Broker is authorized to enter into contracts for electricity, gas, fuel, water, telephone, window cleaning, trash or rubbish hauling and other services as the Broker shall deem advisable; Owner shall assume the obligations of any contract so entered. Utilities and designation of the party responsible for payment are noted in the attached addendum.

7. OWNER RESPONSIBILITIES:

7.1 Owner Representations and Duties:

- a. Owner represents that Owner holds title or is purchasing the property described herein and has the sole right to engage the services of the Broker to operate the Property. Owner represents (i) that all past repairs and remodeling of buildings, improvements and fixtures located on the Property have been accomplished with required governmental permits and approvals and (ii) that the Property's use is consistent with and complies with all applicable zoning and building regulations and (iii) that the Property is habitable within the meaning of State and Federal laws (iv) the Property has not previously been nor is presently being used for the treatment, deposit, storage, or disposal of any Hazardous Substance or been identified or defined by any law enforcement agency or health department as being unfit for use due to the deposit, storage, disposal or use of any controlled substance.
- b. Owner warrants that the Property is not subject to any legal proceedings or foreclosure. Owner shall promptly notify Broker of any threat by a third party of foreclosure or action to be taken for non-compliance or claimed default of any obligation by Owner, in which event Broker may elect to hold all funds related to the Property and not make further disbursements to Owner until any claimed default has been cured. Should any foreclosure process be threatened or initiated which might, in the opinion of Broker, affect the validity or enforceability of any lease or rental agreement relating to the Property, Broker shall have the right to terminate any lease or rental agreement and release any lessee or tenant from any rental agreement and all future obligations, refund any security deposit, and deduct from Owner funds all amounts due to Broker.
- c. Owner agrees to promptly make available to Broker all data, records, and documents pertaining to the property which the Broker may require to properly perform contracted duties. Owner shall notify Broker if any lead-based paint or mold conditions exist on the Property. Broker may disclose such information to any potential tenant and will provide any required disclosures.
- d. Owner shall ensure the property is clean and move-in ready with all smoke alarms, carbon monoxide alarms, lights, light bulbs, and appliances in working order. If the property is not move-in ready in Brokers opinion, the Broker will facilitate any cleanup/maintenance necessary to make the property move-in ready at the expense of the Owner.
- e. In the event the Owner enters into an agreement for sale of the property, or an agreement to list the property for sale, and the property is not listed for sale with Sloane Realty, LLC or a Broker designated agency. Owner agrees Broker may terminate this agreement immediately, without any advance notice to Owner if in Brokers opinion the licensee handling the sale/listing creates additional liability for Broker or jeopardizes the reputation or relationship of Broker with Tenant due to conduct by Licensee. Broker strives to work with all Realtors and will put forth all reasonable efforts in good faith to support Owner's goals. Owner agrees to not list the property for sale except during the last 30 days of any lease agreement and with prior written notice to the Broker.
- f. Owner has not relied upon any advice, representations or statements of Broker and waives and shall not assert any claims against Broker involving advice, representations or statements not specifically referenced in this agreement or in the Special Stipulations. Owner agrees that Broker shall not be responsible to advise Owner on any matter including, but not limited to, the following: insurance; any matter which could have been revealed through a survey, title search or inspection of the property; the condition of the property, any portion thereof, or any item therein; the necessity or cost of any repairs to the property; hazardous or toxic materials; the tax or legal consequences of any transaction involving Property; the appraised or future value of the property; any condition(s) existing off of or separate from the property which may affect the property; the creditworthiness of prospective tenants; the uses and zoning of the property, whether permitted or proposed; and any matter relating to crime and security in and around the property. Owner acknowledges that Broker is not an expert with respect to the above described matters and that if any of these matters or any other matters are of concern to Owner, Owner shall seek independent expert advice relative thereto.
- g. Owner understands and accepts that some "wear and tear" expenses will occur and that these costs cannot be charged to a Tenant, and further accepts that Owner will incur expenses resulting from repairing normal wear and tear. Upon renting, the law recognizes the property as a business and requires Owner to expect some expenses for cleaning and maintenance as "normal wear and tear" while operating a rental property.

7.2 Owner Cooperation:

- a. Owner agrees to not negotiate with any prospective tenant who might contact Owner directly, but to refer all prospective tenants to Broker. Owner further agrees not to deal with or negotiate with any tenant in the Property concerning any matter related to the management or leasing of the Property, but to refer all such dealings to Broker.
- b. Owner agrees not to enter into a listing agreement or property management agreement with another Broker for the sale, rental, leasing, or management of the Property to become effective during this agreement. The property may be listed for sale in the last 30 days of a lease if a tenant has given notice to terminate their lease.
- c. Owner agrees to retain or hire only insured and licensed contractors, sub-contractors and/or vendors to perform repair or maintenance services on the Property.
- d. If Owner does NOT want Broker to perform a lease renewal, Owner must notify Broker in writing a minimum of ninety (90) day prior to the lease expiration date.
- e. Owner agrees to comply with all Sloane Realty Policies and Procedures as set forth in the Owner Handbook, a copy of which can be accessed at www.SloaneTeamRealty.com and which may be updated from time to time.

7.3 Owner Indemnification:

- a. Owner shall indemnify, hold and save harmless, and defend the Broker from all claims or losses, expenses, damage, claims, suits and costs whatsoever (including but not limited to attorneys' fees and expenses) incurred and arising from performance or attempted performance by Broker of its duties and powers hereunder, both for personal injury and/or Property damage suffered by any person on or about the Property or otherwise.
 - b. Owner agrees to carry, at Owner's expense, liability insurance of at least \$1,000,000 to protect the interest of the parties to this agreement. Policies shall be so written as to protect the Broker in the same manner and to the same extent as they protect the Owner, and will name the Broker as an additional insured or certified holder of the policy. Owner shall provide a Certificate of insurance to the Broker within 30 days of a new lease and upon renewal of the insurance policy. Broker shall not be liable for any error of judgment or for any mistake of fact or law or for anything which Broker may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence.
 - c. Broker shall not be responsible for any damages to the Property, under any circumstances, by the Tenant or others. Owner agrees that Broker is not responsible for the collection of delinquent accounts. Broker assumes no liability for monies that are uncollectible.
 - d. Owner is solely responsible for payment of any fines from government authorities, code enforcement, homeowners' associations, etc. related to Property. Such fines or charges incurred from proven Tenant negligence will be paid by the Owner and then charged back to the Tenant, but only if Owner provides Broker with a copy of warning notice(s) and fine notice(s) within 48 hours of issuances of all such notices.
 - e. If at any time during or after the term of this Agreement, the Property is found to be contaminated with hazardous waste or materials, Owner agrees to indemnify and hold Broker harmless from all claims, demands, actions, liabilities, expenses, damages and obligations of any nature arising from or as a result of said hazardous material. The foregoing indemnification shall survive the termination or expiration of this Agreement.
 - f. Should Tenant neglect any financial obligations or fail to promptly pay any charges assessed, Owner assumes responsibility for any bill in full, however Broker shall charge expenses back to Tenant.
 - g. Owner agrees to remove all personal property and agrees to indemnify and hold Broker harmless from any and all liabilities, claims, or losses related to personal property that may remain on the Property.
 - h. Owner warrants that any instance of the Property reportedly having fleas, termites, or bed bugs, or the treatment thereof, has been disclosed to Broker and Owner warrants that at the time of this Agreement there is no bedbug infestation at the Property to the best of the Owner's knowledge.
- 8. ATTORNEY'S FEES:** If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceedings along with reasonable attorney's fees not to exceed \$1,000. This cap on fees does not apply to the Indemnification portion of this contract.
- 9. FORCE MAJEURE:** Any delays in the performance of any obligation of Broker under this Agreement shall be excused to the extent that such delays are caused by war, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within control of Broker, and any time periods required for performance shall be extended accordingly.

10. AGREEMENT and DISCLOSURES OF PARTIES:

- a. Broker's office agency relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Owner Agency), buyers (Buyer Agency), and Sellers and Buyers simultaneously (Dual Agency or Designated Agency). Broker does not represent tenants as clients in properties managed by the Broker.
- b. Broker will make disclosures to Tenants and Buyers about Owner's Property in reliance on information Owner provides and based on Broker's actual knowledge, and Owner's obligation to disclose material adverse facts about the property are not changed by this Agreement.
- c. Broker agrees to keep confidential all information that Owner asks to be kept confidential by express request or instruction, unless such disclosures are required by law or the owner permits such disclosure by subsequent agreement. Broker may not knowingly give customers or tenants false information. In the event of a conflict between Broker's duty not to give customers and tenants false information and the duty to keep the confidences of Owner, the duty not to give customers and tenants false information shall prevail. Unless specified herein, Broker has no other known agency relationships with other parties that would conflict with any interests of Owner.
- d. Broker may provide assistance to prospective tenants and buyers without violating any duties to Owner.
- e. Broker may show alternative properties to tenants and buyers and provide information to same.
- f. Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.
- g. Governing Law: This Agreement is intended as a contract for the leasing and/or management of real property and shall be interpreted in accordance with the relevant State and Federal laws. Any claim or controversy arising from or relating to this Agreement, or the breach thereof, including any arbitration or litigation proceedings, shall be conducted in Charleston County, South Carolina, each party paying its share of the expenses.
- h. Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- i. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, or e-mail address. For purposes of this Agreement, notices sent electronically shall be considered in writing.
- j. Fair Housing: Federal and State fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, age, familial status, marital status, sexual orientation / transgender status. Owner agrees that Broker has to comply with all fair housing legal requirements at all times. Owner acknowledges that liability for failure to comply with fair housing legal requirements also extends to Owner. Owner agrees to comply with all fair housing legal requirements at all times. Owner shall not directly or indirectly cause Broker to violate any fair housing legal requirements. Owner shall not issue any directive to Broker, take any action, or exercise any discretion if the result would cause Broker to be liable for violation of any fair housing legal requirement. Owner agrees to not limit Broker's ability to comply with all fair housing legal requirements.
- k. Service Animals: Owner understands that state and federal law govern "service animals" and "assistive" animals, and those animals are NOT legally considered pets, and therefore pet restrictions/assurances do not apply.
- l. Legal Advice: Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

11. TERMINATION: If the Property is "under a lease", being held under agreement to lease, or occupied, then Owner may terminate this Agreement "without cause" provided the following conditions are satisfied:

- a. Owner shall first give Broker thirty (30) days written notice of intent to terminate the Agreement.
- b. Owner shall remit to Broker prior to termination the amounts owed by Owner under this agreement to include earned fees/commissions and any outstanding amounts due for maintenance or services provided.
- c. Owner agrees to indemnify and hold harmless Broker from any and all claims pertaining to present or past Tenant security deposit, move-out inspection report and/or discrepancies and any and all claims made by Tenant against Broker that pertain to post termination issues.
- d. Broker may terminate this Agreement "without cause" provided Broker gives Owner thirty (30) days written notice and transfers to Owner all lease documents and security deposits (if applicable) and notifies Tenant of Owner's address and phone number.

- e. Owner may choose to terminate this agreement without cause at any point prior to a tenant being signed to a lease. When exercising this option, Owner shall pay Broker two hundred dollars (\$200.00) to cover marketing efforts and any other charges Owner has incurred with Broker.

12. OTHER PROVISIONS

- a. Survival: Indemnification and other provisions of this Agreement which benefit the Broker shall survive any termination of this agreement and are binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- b. Terminology: as the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate.
- c. Modification: This Agreement shall include any exhibits, addendums, schedules, and amendments along with any disclosures that may occur from time to time. Notwithstanding anything contained herein, both Owner and Broker acknowledge that laws relating to the leasing and management of real estate in the States of South Carolina and Georgia change from time to time. Owner and Broker agree that Broker may change the terms of this Agreement upon thirty (30) days notice which may be made via electronic means to the email address provided by the Owner. If Owner objects to the modified terms Owner shall give notice to Broker of said objection and Broker may either opt the Owner out of the change(s) previously communicated or allow Owner to terminate this Agreement without penalty within the thirty (30) day notice period.

13. SPECIAL STIPULATIONS: The following special stipulations have been agreed upon by both parties and supersede any written or oral agreements made prior to this agreement being signed.

WHEREFORE, the parties have executed this Agreement or caused the same to be executed by their authorized representative.

If Owner is not an individual, Owner is a ___ Estate ___ Corporation ___ Limited Liability Company (LLC) ___ Trust ___ Partnership ___ Limited Liability Partnership ___ Other _____, which was chartered or created in ___ (State). The individual signing this agreement for the owner represents to Broker that he or she has the binding authority to bind Owner to the agreement, to act for Owner, and is acting under his capacity as _____ (title) for the Owner.

Insurance Company _____ Policy # _____ Broker _____

Broker Phone _____

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties.

Owner(s):

Name(s): _____

Signed: _____

Signed: _____

Title: _____

Date: _____

Manager:

Sloane Realty, LLC.

By: _____

Name: _____

Title: _____

Date: _____