



PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (“PMA”) is entered between _____ (“Owner”), and PROPERTY HANDLERS, LLC (“Manager”). Owner certifies that he or she holds title to that certain premises and other improvements located at _____ (the “Property”), which is able to be conveyed as set forth herein, and further certifies that he or she has full right, power and authority to enter into this PMA and engage and appoint Manager as his or her agent for all purposes stated herein. Nothing in this PMA shall be deemed to create or shall be construed as creating in Manager any interest in or to the Property.

TERMS

1. Manager’s Authority and Duties. Manager’s authority and duties pursuant to this PMA include the following:

(a) Management & Leasing. Owner employs Manager as his or her exclusive authorized agent to use all lawful means to lease, renew leases, rent, operate, and manage the Property. Manager shall use diligent efforts to secure and qualify tenants for the continual leasing of the Property every time a vacancy occurs and shall use and execute a lease that is prepared by an Alabama-licensed attorney (which may be altered or amended by such attorney, as is necessary to comport with Alabama law). Manager warrants nothing about the actual “quality” of the tenant but ensures the use of professional business selection procedures in procuring apparently and seemingly qualified tenants. Owner understands that not all tenants who apply will be qualified to lease the property and understands that Manager may disqualify certain tenants based upon selection criteria and upon the good judgment of the Manager. Manager shall lease the property for a term of no more than **12** months per lease, unless otherwise agreed in writing by Owner or unless the market conditions require deviation, as Manager determines in good faith. Manager shall use such lease as it deems appropriate to protect the interests of Owner.

(b) Monies Held for Owner. Manager shall deposit all rents and receipts collected for Owner in a financial institution whose deposits are insured by an agency of the United States government, which shall be separate from Manager’s operating accounts. Manager shall not be liable for any losses or damages in the event of bankruptcy or failure of a financial institution. Manager shall disburse all monies to Owner as provided herein.

(c) Advertisement. Manager shall pay for all advertising costs Manager deems necessary to efficiently, proficiently and expeditiously lease the Property, unless otherwise agreed to in writing by the parties. Owner agrees that Manager has discretion in the mediums Manager may use to advertise the property for lease.

(d) Rental Rate. Manager shall make diligent efforts to obtain an approximate monthly rental rate of \$ [market rate], during the term of any lease. Manager shall have authority to adjust in good

Manager may in fact hire such unlicensed persons or entity. Additionally, where Manager is required by law to hire licensed professionals regarding the Property, Manager will comply with such laws.

(g) For all purposes herein, “Notify” shall mean any form of written or oral communication, whether by phone, email, letter, fax or otherwise—unless otherwise specifically stated herein. In the event Manager calls by phone and Owner does not answer or respond, then Manager shall leave a message on a voicemail (if any) and also shall correspond by other written communication to ensure that Owner receives the notification. *If Owner does not respond within 7 days of Manager’s first notification, Manager will be relieved from any further obligation to notify Owner concerning the maintenance issue, which may subject the Owner to claims against the Tenant for breach of lease.* Thus, Owner should attempt to notify (as described above) Manager of his or her position concerning such maintenance issue. If Owner refuses Manager from maintaining an item of the Property that is warranted by the lease and/or required to be maintained or repaired by law, Owner assumes the risk of the tenant making claims against Owner for such breach, and Owner shall defend, indemnify and hold Manager harmless for any damages, injuries, losses, actions, damages, attorney’s fees, or otherwise resulting from any such decision. See also “Notices” provision herein.

(h) Contracts/Services. Manager may contract, hire, supervise, and/or discharge firms and persons, including utility providers, required for the operation and maintenance of the property, the choice of which shall be in the discretion of Manager. Manager may perform any of Manager’s duties through attorneys, agents, employees, and independent contractors, and shall not be responsible for their acts, omissions, defaults, negligence, and/or costs of same, except for employees of Manager acting within the scope of their employment for Manager (pursuant to applicable law). Manager may perform any of its duties, and obtain necessary products and services, through affiliated companies or organizations in which Manager may own an interest, and may receive fees, commissions, and/or profits from these affiliated companies or organizations. Manager agrees that if it uses any company that it owns an interest that the fees charged for any services provided to Owner shall be within fair market rates. Manager may receive fees, commissions, or profits from unaffiliated companies in the performance of this PMA without prior disclosure to Owner. Manager will provide copies of vendor invoices only upon written request from Owner, which shall be subject to the “Records” fee and costs.

(i) Records. Manager shall render to Owner via email a monthly statement showing all funds collected and all fees and expenses deducted. Owner understands that Manager uses email for such service in the ordinary course of business to keep the cost of operation low; thus if Owner does not provide an email address or requests statements be mailed, a Statement Mailing Fee of \$2.00 per month will be charged for Manager’s added burden to comply with such request, plus the costs of paper, stamps, envelopes, and other items.

(j) Assignment. Manager may (without Owner’s consent) assign this contract to another property management office, and the terms of this PMA withstanding.

(k) Legal Authority. Owner hereby gives Manager the necessary authority to comply with the terms of this PMA and the lease, specifically Manager has authority to:

- (1) sign and serve legal notices, forms and actions as allowed by law;
- (2) pursue and utilize legal action to keep the tenancy in compliance with applicable laws and the lease;
- (3) settle and/or release claims related to the Property;
- (4) reinstate and renew tenancies; and

(5) enter into contracts to carry out the terms of this PMA and lease.

If legal services are needed, then Manager shall notify Owner of such need, in which case, Owner shall notify Manager of his position concerning the need for such legal services within 5 days of Manager's first notification to Owner. *If Owner fails to notify Manager within said 5 days, Manager shall be relieved from further notification to Owner, in which case the Owner may forego or waive exercising legal rights in such a case.*

(l) Manager Autonomy & Independence. Manager is an independent contractor hired by Owner to deliver an end result. Owner may not dictate, control, or direct the manner in which Manager conducts his or her business to carry out the terms of this PMA. Unless otherwise specifically stated herein, Manager shall have full discretion on matters such as claims to be made on the security deposit, which tenants to accept or reject, the manner in which inspections are conducted, the persons or companies that are used in furtherance of Manager's duties herein, and any other obligation the Manager has pursuant to this PMA, the lease, and applicable laws. However, if Owner insists on a matter being handled in a certain way, Manager and Owner may agree in writing that such matter be handled solely by Owner, thereby relieving Manager of the responsibility for such matter. Manager ensures Owner that Manager shall fulfill its obligations under this PMA in good faith and with due diligence. Owner's insistence that Manager manage the property "his or her way," such that Manager is not able to efficiently manage the Property and such that the Manager's obligations to other owners is hindered, is good cause for Manager to terminate this PMA.

(m) Appliances/Personal Property. Owner Manager shall inventory a list of appliances/personal property remaining on the Property after the termination of each lease for inventory purposes only. It is not the responsibility of Manager to determine whether or not such items are fit for safe use; however, Manager may refuse to allow certain appliances/personal property to remain on the property if such are not fit for safe use, or in some way devalue the use of the Property. Owner shall indemnify, defend, and hold harmless Manager for any injuries, damages, losses or actions caused by or resulting from any appliances left in the Property.

2. Manager's Compensation. Owner shall pay the following to Manager as compensation for its services:

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| <p>(a) Leasing Set Up Fee. \$ [N/A] for each tenant lease execution. Said fee includes Manager conducting a pre-move-in inspection of the property, advertising the property for lease, showing the property to prospective tenants, executing application procedures, and executing the lease with the tenant.</p> <p>(b) Management Fee. 10% of the monthly gross rental proceeds owed or \$65.00, whichever is greater, and 10% of funds received from collections filed with collection agencies.</p> | <p>(g) Commission for Acts of Repair. <u>General Contracting Fee.</u> If Manager employs (with notice to Owner) a contractor or subcontractor for general remodeling or preparing the Property for initial renting (other than normal and minor day-to-day repairs), Manager shall be paid the greater of 10% of the contract price or \$ [N/A] the total costs. However, this fee shall not be charged for replacement repairs of A/C or roof. <u>Disaster Contracting Service Fee.</u> If any disaster causes damages to the Property and Manager (with notice to Owner) employs a contractor or subcontractors and insurance monies are used to employ</p> |
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(c) **Fees Under Lease.** Owner Manager (to recoup administration burdens of collection) is to be paid any and all fees or penalties **actually collected** pursuant to the lease, whether or not such fee or penalty is deemed “added rent.” Manager does not guarantee that Tenant will pay any such fees but ensures Manager’s best efforts to enforce the lease in the best interest of the Owner. Owner gives Manager discretion in the collection of fees above normal rent, unless otherwise agreed in writing.

(d) **Lease Extension Fee.** \$ [N/A] for each lease extension/renewal of the lease.

(e) **Tenant-Occupied-Property Set-Up Fee.** **\$100.00, but only charged if the Property is already tenant occupied.** This fee shall cover costs associated with setting up tenant in Manager's system and converting to our lease and/or dealing with prior issues left behind from owner or previous manager.

(f) **Owner Occupy Fee-** If Owner requests to remain in the Property, either physically or by leaving personal property in the Property, until the Property is rented, Owner shall pay Manager an upfront fee of **\$200** that will be credited towards the management fees once the Property is rented.

said persons, Manager shall be paid the greater of **10%** of contract price or **\$(N/A)** the total costs: said fee shall be paid at time of insurance disbursement. Manager will acquire up to **2** bid(s) on behalf of Owner. **Additional Bid Fee.** Owner will pay Manager **\$50.00** for each additional bid. **Owner has the right to contract for repairs independent from Manager and not pay this fee; however, Owner shall notify Manager of any work or repairs being conducted to the Property and the date(s) thereof for purposes of maintaining an accurate property file.**

(h) **Miscellaneous Services.** If Owner wants Manager to perform any services not included in this PMA and Manager agrees to such services, Manager shall be compensated at a rate of **\$50/hour**. This fee will be discussed up front prior to being charged to owner.

(i) **Property Set Up Fee.** Owner shall pay Manager a Property Set Up Fee in the amount of **30%** of the first month’s rent if Manager must **perform any tasks to get the Property ready to be placed on the market for rent.** This includes Manager having to coordinate cleaning, repairs, yard maintenance, refurbishing, or any other item that needs to be performed prior to placing the Property on the market for lease. This fee is separate from the “Leasing Set Up Fee.”

(j) **Property Holding Fee.** [N/A]% of the Property Holding Fee if Manager; this is conditioned upon the “right” to retain such from Applicant.

(k) **Mailing/Copy Fees.** If owner wants replacement copies of the PMA, copies of the lease, invoices, or anything other document pertaining to the management of the Property, either mailed, emailed, or uploaded, Owner will be charged a Mailing/Copy Fee of no less than **\$1.00** per page and the actual cost of postage and handling. The actual cost of postage for mailing the End of Year Statement and Form 1099 will also be billed to Owner.

3. Agency. Owner hereby appoints Manager to act as his or her agent for purposes of executing any lease relating to this PMA, and hereby grants authority to Manager to use any and all lawful means to carry out this PMA. Manager accepts Owner’s appointment as agent pursuant to this PMA.

4. Term. This PMA shall naturally terminate **12** month(s) from the execution of this PMA. If at the expiration of this PMA, there is a tenant (who was procured during PMA term) currently leasing the Property, the PMA shall renew until such time as said tenant’s lease expires or until such time as the last remaining tenant’s lease naturally expires, and Owner shall pay Manager compensation pursuant to the terms of the PMA until such termination date. If this PMA is renewed, Owner reauthorizes and grants to Manager all powers and authority stated herein. The term of this PMA may be terminated as described herein. *If Owner does not wish to renew the lease, or wishes to place the tenant on a month-to-month tenancy only or increase the rent on the current tenant, the Owner must notify Manager in writing, either by regular mail or email and confirm that the notice has been received, no less than **60 days** prior to the current lease expiring, If the tenant is currently on a month-to-month tenancy, the notice must be received no less than **45 days** prior the end of the following month. If Manager does not receive written*

notice within such time periods, Manager will, in good faith, offer a renewal to the current tenant at a rental rate reflective of the current market conditions.

5. Notices. Any and all notices to Owner or Manager, which effect the term, condition, effectiveness or legality of this PMA, shall be served by sending such notice by **certified mail with return receipt** or **hand delivery** at the following address for Manager: P.O. Box 586, Silverhill, AL 36576 and the following address for Owner: _____; or at any different address which the parties may later designate for this purpose. For all other “notifications,” see “notify” above. Manager is relieved of any duties to respond to notices delivered by the tenant if this PMA is terminated within said notice period. In such a case, it is Owner’s duty to verify with the tenant any pending notices sent to Manager. Owner must send Manager notice immediately upon a change in address. If Owner delivers any hand-delivered notices to Manager, it is his or her duty to obtain confirmation of receipt and to retain proof of delivery to ensure that Manager received said notice. Owner hereby notifies Manager that his or her contact information is as follows:

(a) Phone #: _____ (home), _____ (cell); (b) Email: _____ Owner must notify Manager immediately of any changes in contact information.

6. Owner’s Responsibilities. Owner shall:

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| <p>(1) provide all documents and cooperation required by Manager to carry out this PMA;</p> <p>(2) carry comprehensive general liability insurance against any and all claims or demands whatsoever arising out of or in any way connected with the operation, leasing, or maintenance of the Property, in the maximum amount per occurrence allowed by Owner’s insurance provider.</p> <p>(3) notify and furnish Manager copies of all notices of default, threatened acceleration or foreclosure of a lien securing the property and of any and all contracts for sale, options to purchase, contract for deed, or any other contractual obligations affecting the Property;</p> <p>(4) comply with this PMA, the Alabama Uniform and Residential Landlord and Tenant Act, any homeowner’s or condominium association’s rules, bylaws, and regulations, and all federal, state and/or local laws concerning the furnishing, maintenance and treatment of the Property and the lease;</p> <p>(5) provide and pay for the following utilities (if any): _____.</p> <p>(6) notify Manager immediately of any correspondence, actions, or circumstances affecting the Property and/or lease pertaining thereto;</p> <p>(7) keep or allow the Property to be maintained in accordance with <i>Ala. Code</i> § 35-9A-204.</p> | <p>(8) not hinder Manager from lawfully executing any lease and this PMA; not interfere with tenant’s right, use and enjoyment of the property during lease term; not interfere with Manager’s rights under this PMA to collect rent, additional rent, and other monies owing from the tenant pursuant the lease;</p> <p>(9) immediately notify Manager of any known defects or problems with any item on the Property;</p> <p>(10) pay all mortgage payments on time to prevent foreclosure on the Property and interference with the tenant’s right and use of the Property, keep the Property (or allow the Property to be kept) in compliance with all health, safety, building, and other codes required by any federal, state or local agencies;</p> <p>(11) keep a <u>Property Maintenance Operating Account</u> with Manager for no less than \$250.00 at all times; pay all authorized expenditures pursuant to this PMA. If the expenditure to be paid by Owner is the type that requires notice by Manager (See “Maintenance”), Owner will pay such expenditures within 10 days of notice by Manager. If Owner does not pay said expenditures within said time, Manager is</p> |
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authorized to deduct funds needed to pay said expenditures from rental proceeds. (See “Maintenance” provision for “emergencies.”) Manager may increase the required minimum amount for the Property Maintenance Operating Account when necessary to cover increases in costs.

7. Equal Housing Opportunity. The Property must be offered in compliance with federal, state and local anti-discrimination laws. In the event Owner violates, solicits Manager to violate, or refuses to cooperate with Manager’s compliance with said laws, Manager may terminate this PMA immediately. Owner understands that under Alabama law, Manager may not hold military service member tenants liable for the remaining term of a lease in the event the service member tenant provides the required notice and is transferred before the natural expiration of the lease. Furthermore, Owner understands that Manager may not discriminate against military tenants based upon their military status.

8. Tenant’s Security Deposit. Manager shall obtain a security deposit from the tenant to secure the performance of the lease in an amount equal to one (1) month’s rent. Owner shall hold Manager harmless for any damages not secured through a security deposit claim where said damages were not apparent to Manager after making a reasonable inspection upon the tenant vacating the Property.

9. Transfer of Security Deposit. If at any time this PMA is terminated, Manager will transfer the security deposits to Owner or new agent (if Manager has knowledge of such) within 30 days of said termination. Owner shall defend, indemnify, and hold harmless Manager for any and all actions, suits, proceedings, damages, judgments, or liability relating to any disputed security deposit post-transfer.

10. Pets. Manager (choose one) shall shall not be permitted to allow animals on the property pursuant to any lease executed by Manager. If so, such lease shall provide for the payment of a refundable pet deposit in the amount of no less than **\$250.00** per pet with a limit of ____ pet(s), with each pet not to exceed ____ pounds. Additionally, any pet deposit will be considered additional security deposit money, which shall be treated according to *Ala. Code* §35-9A-201 and the lease. Owner understands that restriction of pets greatly reduces the number of possible renters for the property.

11. Property Disclosure Statement. Owner hereby represents and warrants that there are no material defects or dangerous conditions concerning the Property and/or appliances or personal property remaining on the Property; that there are no outstanding adverse claims, deeds, titles, interests, contracts for sale, options to purchase, contract for deed or any other contractual obligations concerning or affecting the Property, nor any defaults relating thereto; and that the Property is not subject to flooding. If the Property was built prior to 1978, Owner shall disclose to Manager all information and documentation pertaining to such lead paint and other hazards as required by federal, state or local law. Owner shall defend, indemnify, and hold harmless Manager for any breach of the representations and warranties in this Section 11 or any misrepresentation, inaccurate information or failure to disclosure information specified in this Section 11.

12. Costs. Owner is responsible for any and all costs associated with the management of the Property, shall advance any such costs to Manager as needed, and shall reimburse Manager for any costs paid by Manager. If Owner does not have sufficient funds in his or her Property Maintenance Account to pay for such costs, Manager may advance such costs and deduct said costs from future rents received, and Manager need not exhaust its abilities to collect from tenant or other responsible party to deduct such costs. Costs include, but are not limited to: maintenance, repairs, vendors, legal costs, making/sending copies of invoices, receipts, bills, etc., utility activation, re-keying, etc. If litigation arises and a court of competent jurisdiction deems that the opposing party is the “prevailing party” and orders Manager or Owner as the “losing party” to pay for attorney’s fees and costs, Owner shall be solely responsible for such fees and costs and shall reimburse and indemnify Manager of any such fees and costs.

13. Change Locks. Owner understands that upon the tenant vacating the Property, there are higher risks of liability and damage to the Property if the locks are not immediately changed. The “risk period” is highest when the former tenants have access to the premises while the house is vacant before new tenants sign a new lease and occupy the premises. Thus, even though the new tenants may change the locks at their expense, this does not reduce the risk of loss to the Owner during the “risk period.” Knowing such risks, Owner hereby (*choose one*) authorizes Manager to change locks upon each vacancy at Owner’s expense chooses not to change the locks upon each vacancy and assumes the risk of former-tenants being able to access property and give others access to the Property and potentially cause damage.

14. Legal Services. Any costs for legal services related to the lease or evicting tenants shall be the sole responsibility of Owner, and it is Owner’s responsibility to procure such legal services at his or her cost.

15. Optional Services - Filter & A/C Service. This service is performed when an inspection is done (typically twice annually) and includes bleach solution being poured into the “T” line of the A/C system and also changing the filter. The cost for this service is \$25.00 per occurrence. Owner understands that this service lowers the likelihood of A/C condensation lines backing up water into the home, which is a common occurrence if this is not performed regularly. Unless initialed here, owner agrees to use this service: (check one)

Yes, I want this service No, I do not want this service

16. Attorney’s Fees & Jury Trial. In any action, proceeding, or arbitration arising out of this PMA, the prevailing party shall be entitled to reasonable attorney’s fees and costs. Any suit between Owner and a tenant in which the Manager is made a party due to acting as an agent under this PMA, or in any suit in which the Manager interpleads the escrowed funds, Manager shall recover reasonable attorney’s fees and costs incurred, which are to be paid first out of the escrowed funds if applicable. The parties hereby waive their right to a jury trial on any issue arising from the subject matter of this PMA.

17. Tenant’s Information. Owner is entitled to information regarding any tenant or occupant residing or visiting the Property in possession of Manager except for tenant applications, social security number(s) and/or “credit report” or any other information protected subject to the Federal Fair Reporting Credit Act.

18. Early Termination of PMA.

(a) Without Cause Termination. This PMA may be terminated only by giving Manager no less than **60** days’ written notice. If Owner terminates this PMA “without cause” (meaning, Manager has not

materially¹ breached the PMA): (1) Manager shall hold Owner liable for any compensation due herein if any tenant (procured pursuant to this PMA) remains in the property after such termination; or (2) Owner shall pay Manager a Cancellation Fee of **\$500.00** per property under an existing lease managed by Manager for Owner, which shall be deemed liquidated damages and is a reasonable estimation of damages that are unknown and unascertainable at this time (WHICHEVER IS GREATER). Additionally, at the time of termination, any and all costs owed to Manager shall become immediately payable to Manager.

(b) With Cause Termination. Should Owner desire to terminate this PMA “with cause” for Manager’s alleged material breach of this PMA, Owner must give Manager written notice of such breach and **30** days to cure said violation.

(c) Pre-Tenant-Lease Termination. In the event Owner terminates this PMA prior to Manager’s procurement of a tenant who has executed a lease, Owner shall pay a liquidated damages fee to Manager in the amount of **\$200.00** (per property) for Manager’s expenses, time, inconvenience, potential lost profits, and labor for attempting to lease the Property. This fee shall be deemed a reasonable estimation of the damages that are unknown and unascertainable at this time.

(d) Manager’s Termination. Manager may terminate this PMA if: **(1)** the Property is condemned or destroyed, or sold and title is transferred; **(2)** a petition for bankruptcy is filed by Owner; **(3)** foreclosure is filed regarding the Property; **(4)** Owner fails to comply with this PMA, any ordinance, law, rule, order or regulation by any federal, state or local government agency, authority, or official claiming to have jurisdiction with respect to the rental of the Property; **(5)** Manager dissolves the entity operating its management functions for reasons beyond the reasonable control of Manager; **(6)** Manager is ordered by a court of competent jurisdiction to cease and desist management operations; or **(7)** Manager is in any way not able to comply with the terms of this PMA for circumstances out of the reasonable control of Manager. Manager shall give Owner written notice of such termination and will transfer management to whomever Owner directs.

(e) Miscellaneous. In the event the Manager or its company transfers or assigns the rights of this PMA to another broker and/or company, such an event does not give Owner the right to terminate this PMA.

(f) Multiple Properties. Owner understands that this PMA applies collectively *and* individually to all of the properties managed by Manager. As such, if Owner violates this PMA with regard to one property, Manager has the right to terminate the entire PMA regarding all of Owner’s properties, and all such properties shall be subject to the termination provisions herein.

(g) Property Transfer. Owner’s selling and/or transferring and/or assigning the Property does not relieve Owner from his or her financial obligations under this PMA and in such an event, such a transfer shall be considered a termination of this PMA, whereby the Owner shall be responsible to pay either the termination fee or compensation fees, whichever is provided for pursuant to this PMA. However, in the event the new owner enters into a property management agreement with Manager for the management of the Property, Manager will credit the Owner for all payments received from the new owner on behalf of Owner’s account under this PMA, and in the event this PMA calls for a liquidated

¹ “Material” breach shall mean that the nonperformance of the PMA by the breaching party must go to the essence of the contract, and the breach must be the type of breach that would discharge the non-breaching party from further contractual duty on its part.

damages termination fee, Manager entering into a new management agreement with the new owner shall relieve the Owner from paying a liquidated damages fee.

19. Foreclosure. If a mortgagee files a foreclosure action in the clerk of court, (*check one*) (1) Owner shall pay Manager all fees and compensation due under any current lease and this PMA, accelerated, and Manager may deduct such fees and compensation from rents received, and (2) Manager shall freeze Owner's funds on account for the express purpose of negotiating and settling any claims the tenant may have (if any) during their statute of limitations as a result of the property going into foreclosure; OR Manager may terminate this PMA and Owner shall pay Manager an Involuntary Cancellation Fee of **\$500.00**, which shall be deemed liquidated damages and is a reasonable estimation of damages that are unknown and unascertainable at this time. If a foreclosure is filed, Owner gives Manager the authority and discretion to facilitate an amenable resolution with the tenant to prevent the tenant from causing problems with Manager and/or Owner.

20. Acts of God. Manager shall not be responsible to take any precautionary measures to avoid any damages from any "Acts of God" or other natural disasters. It is the sole responsibility of Owner or the tenant (according to the lease) to take such precautions. Thus, if a hurricane, tornado or flood presents itself, it shall not be the responsibility of Manager to install window shutters or boards, to secure loose items in the yard, to cut "rotten branches" from trees, to place sandbags around the premises, or similar precautionary measures. If Owner desires to have such measures taken, Owner may contract such measures through either Manager as "Miscellaneous Services," where Manager may contract such services out to those who are hired to complete said tasks, or Owner shall contract such services independently from Manager.

21. Indemnification: Owner agrees to indemnify, defend, and hold harmless Manager from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses of Owner and Manager), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to the Property or upon adjoining sidewalks, streets, or ways, or in any manner arising out of or connected with the use, non-use, condition, or occupancy of the Property or any part thereof, or resulting from the condition thereof; (ii) violation by Owner, contractor, subcontractor, tenant, sub-lessees, occupants, guests or family of the tenant, any contract or agreement to which Manager or Owner is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Property or any part thereof, or the ownership, occupancy, or use thereof, (iii) losses suffered by Owner or Manager as a result of the refusal or failure of a tenant to pay rent, carry required insurance or otherwise comply with the terms and conditions of any lease affecting the Property, or from the misconduct, tortious acts or negligence of any tenant, contractor, subcontractor, sub-lessees, occupants, guests or family, (iv) losses suffered by any person as a result of any natural disasters or Acts of God. In the event Manager is made a party in any litigation arising out of this PMA, or any lease entered into by and between Manager and any tenant for the Property, Owner shall indemnify, defend, and hold harmless Manager from all claims made, including reimbursements of Manager reasonable attorney's fees and court costs, including those on appeal, if any.

22. Binding Agreement. This PMA shall be binding upon and shall inure to the benefit of Owner and Manager and their respective heirs, administrators, executors, successors and assigns. No changes shall be made to this PMA unless both parties agree in writing.

23. Entirety Clause. This PMA sets forth the entire agreement between Owner and Manager, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this agreement must be in writing. If Owner

entered this PMA upon reliance of certain oral representations or understandings, Owner hereby waives any reliance of such representations or understandings as being “material facts” to Owner’s executing this PMA. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this PMA shall remain in effect.

24. Error & Omission. In the event there is any typographical error or omission in this PMA that is an obvious typographical error, given the terms of the PMA or other evidence reflecting the true intentions of the parties, which does not materially affect the terms of this PMA, Manager shall have the right to correct such error or omissions and Owner shall re-execute said document and shall hold Manager harmless for any such error or omissions.

25. Home Warranties. If a home warranty exists regarding the Property, then for any repairs covered by the warranty, (*check one*) Owner must comply with the terms of the warranty contract and bears the sole responsibility of utilizing the warranty, meaning that Owner must submit the order of repair to the warranty company and ensure the warranty companies’ cooperation and completion of said repairs, OR Owner must provide Manager with all information, documents or otherwise and facilitate Manager’s use or execution of the warranty. Owner shall provide to Manager a copy of any said applicable home warranties. Owner shall cooperate with various home warranty companies in the maintenance of the Property (when applicable). If warranties are not presented at time of PMA commencement, Manager will not be liable for work performed by a repair service of its choice. Should Manager determine that the warranty company or its subcontractor is unresponsive or untimely, Manager may contract for necessary repairs with a repair service company of its choice in compliance with its authority under this PMA. Owner assumes all responsibility for renewal of warranty contract(s) and payment of policy premiums.

26. Compliance with Lease Terms. Owner understands that Manager must comply and comport with his or her responsibilities under Alabama law and the lease. The tenant has a right of “quiet use and enjoyment,” and neither Owner nor Manager can disturb that right. If Owner decides he or she intends to put the property “For Sale,” Owner may not place a sign in the yard sooner than **60** days before the natural termination of the lease, and the Property may not be shown more than **5** times per week. All showings must be coordinated through Manager. Any persons showing the Property who disturb the tenant’s rights under the lease shall not be permitted to show or visit the Property. Any non-party to this contract may only visit the Property after being approved by the Manager. Any insistence on Owner to unlawfully breach the lease and/or responsibilities per the law or contract shall be good cause to terminate this PMA.

[signature page to follow]

Owner's Signature certifies that he or she has read, understood and agreed to all terms set forth herein.

IN WITNESS WHEREOF, the undersigned hereby execute and deliver this Property Management Agreement as of the day and year first written above.

MANAGER:

[Company Name]

By: _____

Name: Jennifer Handler

Its: _____

OWNER:

By: _____

Name: _____

OWNER:

By: _____

Name: _____