

PREMIER PROPERTY MANAGEMENT INVESTMENT LLC

**RESIDENTIAL LEASING AND PROPERTY MANAGEMENT AGREEMENT**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF CORNER STONE REAL ESTATE MANAGEMENT IS NOT AUTHORIZED.

**PARTIES:**

A. The parties to this agreement are:

Owner \_\_\_\_\_  
Guarantor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, \_\_\_\_\_  
Hm. Phone: \_\_\_\_\_ Wk. \_\_\_\_\_ Mobile: \_\_\_\_\_  
Secondary: \_\_\_\_\_ Email: \_\_\_\_\_

Broker: **Premier Property Management Investment LLC**

Address: **400 W. Franklin St Suite 400**  
City, State, Zip: **Baltimore MD, 21201**  
Phone: **410-522-1078** Fax: **410-522-1079**  
E-Mail: **Info@ppmillc.com**

☐ B. If Owner is not an individual, Owner is a: ☐ estate ☐ corporation limited liability company (LLC) ☐ trust ☐ partnership ☐ limited liability partnership (LLP), ☐ sole proprietor which entity was chartered or created in Maryland (State). The individual signing this agreement for the owner represents to broker that he or she the authority to bind Owner to this agreement, to act for Owner, and is acting under his capacity as \_\_\_\_\_ Own \_\_\_\_\_ (title) for the owner.

C. Owner appoints Broker as Owner's sole and exclusive leasing and managing agent of the real property described in Paragraph 1 and in any addendum to this agreement.

**1. PROPERTY: "Property" means:**

Address (include unit nos) \_\_\_\_\_  
in Baltimore City, Maryland, together with the following  
non-real-property \_\_\_\_\_ "Property" also  
includes any other Property described in any attached Multiple Property Addendum.

**2. TERM:**

A. Primary term: The primary term of this agreement begins and ends as follows:

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

B. Automatic Extension: Unless either party provides written notice of termination to the other party at least 60 days before the Expiration Date, this agreement will automatically renew for another year each year.

C. Effective Services: If Broker determines that Broker cannot continue to effectively provide leasing and management services to Owner for any reason at any time during the agreement Broker may terminate this agreement by providing at least 30 days' notice to Owner.

**3. AUTHORITY OF BROKER:**

A. Leasing and Management Authority: Owner grants to Broker the following authority which Broker may exercise when and to the extent Broker determines to be in Owner's interest.

- (1) advertise the Property for lease at Owner's expense by means and methods that Broker determines are reasonably competitive, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet; above and beyond regular
- (2) place "For Lease" signs or other signs on the Property in accordance with applicable laws, regulations, ordinances, restrictions, and owners' association rules;
- (3) remove all other signs offering the Property for sale or lease;
- (4) submit the Property as a listing with one or more Multiple Listing Services (MLS) at any time the Property is marketed for lease and to change or terminate such listings;
- (5) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times for purpose contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the Property;
- (6) duplicate keys and access devices, at Owner's expense, to facilitate convenient and efficient showings of the Property and to lease the Property;
- (7) place a keybox on the Property;
- (8) employ scheduling companies to schedule showings by other brokers at any time the Property is marketed for lease;
- (9) verify information and references in rental applications from prospective tenants;
- (10) negotiate and execute leases on Owner's behalf for the Property at market rates and on competitively reasonable terms for initial terms of not less than 12 months and not more than 36 months and in accordance with any instructions in Paragraph 20;
- (11) negotiate and execute any amendments, extensions, or renewals to any leases for the Property on Owner's behalf;
- (12) terminate leases for the Property, negotiate lease terminations, and serve notices or termination;
- (13) collect and deposit for Owner all rents, security deposits, and other funds from tenants in the Property in a trust account and pay from that account: (a) any compensation and reimbursements due Broker under this agreement; and (b) other persons as this agreement may authorize;
- (14) account for security deposits that Broker holds in trust to any tenants in the Property in accordance with applicable law and any lease of the Property and make deductions from the deposits in accordance with the lease and applicable law;
- (15) collect administrative charges including but not limited to, application fees, returned fees, returned check fees, and late charges from tenants in the Property or from prospective tenants;
- (16) institute and prosecute, at Owner's expense, actions to: (a) evict tenants in the Property; (b) recover possession of the Property; or (c) recover lost rent and other damages;
- (17) settle, compromise, or withdraw any action described in Paragraph 3A
- (18) negotiate and make reasonable concessions to tenants or former tenants in the Property;
- (19) report payment histories of tenants in the Property to consumer reporting agencies;
- (20) obtain information from any holder of a note secured by a lien Property and any insurance company insuring all or part of the Property;
- (21) hire contractors to repair, maintain, redecorate, or alter the Property provided that Broker does not expend more than \$ 250 for any single repair, maintenance item, redecoration, or alteration without Owner's consent; **Owner has first preference on making repairs to his properties.**
- (22) hire contractors to make emergency repairs to the Property without regards to the expense limitation in Paragraph 4A(21) that Broker determines are necessary to protect the Property or the health or safety of an ordinary tenant;

- (23) contract, at Owner's expense, for utilities and maintenance to the Property during times that the Property is vacant, including but not limited to, electricity, gas, water, alarm monitoring, cleaning, pool and spa, yard maintenance, and other regularly recurring expenses that Broker determines are reasonable to maintain and care for the Property; and
- (24) perform other necessary services related to the leasing and management of the Property.

**B. Record Keeping:** Broker will:

- (1) maintain accurate records related to the Property and retain such records for not less than 4 years;
- (2) file reports with the Internal Revenue Service related to funds received on behalf of Owner under this agreement (for example Form 1099); and
- (3) remit, each month, the following items to Owner at the address specified in Paragraph 1:
  - (a) funds collected by Broker for Owner under this agreement, less authorized deductions; and (b) a statement of receipts, disbursements, and changes. Owner may instruct Broker in writing to remit the items to another person or address.

**C. Security Deposits:**

- (1) During this agreement, Broker will maintain security deposits received from tenants in a trust account and will account to the tenants for the security deposits in accordance with the leases for the Property.
- (2) After this agreement ends, Broker will deliver to Owner or the Owner's designee the security deposit held by Broker under an effective lease of the Property, less deductions authorized by this agreement. The owner will be responsible for paying the tenant the accrued interest accumulated during their tenancy and will send written notice to the tenant that states:
  - (a) that this agreement has ended;
  - (b) the exact dollar amount of the security deposit;
  - (c) the contact information for the Owner or the Owner's designee; and
  - (d) that Owner is responsible for accounting and for paying all interest due for deposit for the term of the lease.
- (3) If Broker complies with this Paragraph 3C, Owner will indemnify Broker from any claim or loss from a tenant for the return of a security deposit. This Paragraph 4C survives termination of this agreement.

**D. Performance Standard:** Broker will:

- (1) user reasonable care when exercising Broker's authority and performing under this agreement; and
- (2) exercise direction when performing under this agreement in a manner that Broker believes to be in Owner's interest, provided that Broker will treat any tenant honestly and fairly.

**E. Deductions and Offset:** Broker may disburse from any funds Broker holds in a trust account for Owner:

- (1) any compensation due Broker under this agreement;
- (2) any funds Broker is authorized to expend under this agreement, and
- (3) any reimbursement Broker is entitled to receive under this agreement.
- (4) any and funds due owner will be released to owner not earlier than the 15<sup>th</sup> of each month.
- (5) In the event the tenant does not pay the rent on time; the payment will be sent out in the following month's statement.

F. Insurance and Attorneys:

- (1) Broker may not file a claim for a casualty loss with the carrier insuring the Property. Broker may communicate with the carrier to facilitate the processing of any claim Owner may file or other matters that owner instructs Broker to communicate to the carrier.
- (2) Broker may not directly or indirectly employ or pay lawyer to represent Owner. Broker may communicate with Owner's attorney in accordance with Owner's instructions.

G. Information about Trust Accounts, MLS, and Keybox:

- (1) Trust Accounts: A trust account must be separate from Broker's operating account and must be designated as a trust, property management, or escrow account or other similar name. Broker may maintain one trust account for all properties Broker leases and manages for others.
- (2) MLS: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with MLS becomes the property of the MLS for all purposes. Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.
- (3) Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device, so that authorized persons may enter the Property. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). *Neither the Association of REALTORS nor MLS requires the use of a keybox.*

4. **COOPERATION WITH OTHER BROKERS:** When the Property is marketed for lease, Broker will allow other brokers to show the Property to prospective tenants. Broker will offer to pay the other broker a fee if the other broker procures a tenant who leases the Property. As of the date this agreement is signed, Broker's policy is to offer other brokers the following amounts. Broker may change the amounts disclosed below notice, provided that Broker will offer competitively reasonable amounts to the other brokers.

A. MLS Participants: If the other broker is not a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 100 % of one month's rent to be paid under a lease; 100 % of all rents to be paid under a lease; or \$ \_\_\_\_\_; and
- (2) if the other broker is a subagent (*complete only one*): 100 % of one month's rent to be paid under a lease; 100 % of all rents to be paid under a lease; or \$ \_\_\_\_\_.

B. Non-MLS Brokers: If the other broker is a participant in the MLS in which the listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): 100 % of one month's rent to be paid under a lease; 100 % of all rents to be paid under a lease; or \$ \_\_\_\_\_; and

- (2) if the other broker is a subagent (*complete only one*): 100 \_\_\_\_\_ % of one month's rent to be paid under a lease; 100 \_\_\_\_\_ % of all rents to be paid under a lease; or \$ \_\_\_\_\_.

5. **LEGAL COMPLIANCE:** The parties will comply with all obligations, duties, and responsibilities under the Maryland Property Code, fair housing laws, and any other statute, administrative rule, or ordinance or restrictive covenant applicable to the use, leasing, management, or care of the Property.
6. **RESERVES:** Upon execution of this agreement, Owner will deposit the following amount with Broker to be held in a trust account as a reserve for Owner: \$ 0 for each unit within the Property or Properties managed by Broker under this agreement. Broker may, at Broker discretion, use the reserve to pay any expenses related to the leasing and management of the Property(ies) (including but not limited to Broker's fees). If the balance of the reserve becomes less than the amount stated, at any time, Broker may: (a) deduct an amount that will bring the balance to the amount stated from and subsequent rent received on behalf of Owner and deposit the amount into the reserve; or (b) notify Owner that Owner must promptly deposit additional funds with Broker to bring the balance to the amount stated.
7. **ADVANCES:** Owner will, in advance, provide Broker all funds necessary for the leasing and management of the Property. Broker is not obligated to advance any money to Owner or to any other person.

8. **OWNER'S REPRESENTATIONS:**

A. General:

(1) Except as described in Paragraph 20, Owner represents that:

- (a) Owner has fee simple title to and peaceable possession of the Property and all its improvements
- (b) Owner is not bound by: (i) another agreement with another broker for the sale, exchange, lease, or management of the Property that is or will be in effect during this agreement; or (ii) an agreement or covenant that prohibits owner from leasing the property;
- (c) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (d) Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property;
- (e) the Property is not subject to then jurisdiction of any court;
- (f) the optional user fees for the use fees for the use of common areas (for example, pool or tennis courts) in the Property's subdivision are; and \_\_\_\_\_;
- (g) all information related to the Property that Owner provides to Broker is true and correct to the best of Owner's knowledge.

(2) Broker may disclose to a tenant or to a prospective tenant any information related to the representations made in Paragraph 9.

B. Property Condition: Owner and Broker are obligated under law to disclose to a tenant or to a prospective tenant any known condition that materially and adversely affects the health or safety of an ordinary tenant. Owner is obligated under the Property Code to repair any such condition for a tenant.

Owner represents that:

- (1) any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances; and
- (2) Owner is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant, except as stated below, in this agreement, or in any addendum:

—  
—

C. Lead-Based Paint: If the Property was built before 1978, owner will complete and attach to this agreement an addendum regarding lead-base paint and lead-based paint hazards that will be made part of any lease of the Property. If the Property was built before 1978, federal law requires the Owner (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.

**9. OWNER'S COOPERATION:** Owner agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent or lease the Property to anyone without Broker's prior written approval;
- C. not negotiate with any prospective tenant who might contact Owner directly, but refer all prospective tenants to Broker
- D. not deal with or negotiate with any tenant in the Property concerning any matter related to the management or leasing of the Property but refer all such dealings to Broker;
- E. not enter into a listing agreement or property management agreement with another broker for the rental, leasing, or management of the Property to become effective during this agreement;
- F. provide Broker with copies of any existing leases or rental agreements related to the property;
- G. provide Broker with keys and access devices to the Property;
- H. provide Broker with copies of all warranties related to the Property or any item in the Property;
- I. provide to Broker any security deposits paid by any existing tenants in the Property;
- J. complete any disclosures or notices required by law or a lease of the Property;
- k. amend applicable notices and disclosures if any material change occurs during this agreement; and
- L. notify Broker is Owner becomes delinquent in the payment of: (1) any mortgage or other encumbrance secured by the Property; (2) property taxes; (3) property insurance; or (4) owners' association fees.

**10. INSURANCE:**

- A. At all times during this agreement, Owner must maintain in effect:
  - (1) a public liability insurance policy that names Broker as additional interest and covers losses related to the Property in an amount of not less than \$ 200,000 on an occurrence basis; and
  - (2) an insurance policy for the Property in an amount equal to the reasonable replacement cost of the Property's improvements and that contains endorsements which contemplate the leasing of the Property with vacancies between lease terms.
- B. Not later than the 15<sup>th</sup> day after the Commencement Date, Owner must deliver to Broker copies of certificates of insurance evidencing the coverage required under Paragraph 11A. if the coverage changes at any time during this agreement, owner must deliver to Broker a copy of the insurance certificate evidencing the change not alter than 10 days after the change.

C. If Owners fails to comply with Paragraphs 11A or 11B, Broker may:

- (1) purchase insurance that will provide Broker the same coverage as the required insurance under Paragraph 11A(1) and Owner must promptly reimburse Broker for such expense; or
- (2) exercise Broker's remedies under Paragraph 17.

**11. BROKER'S FEES:** All fees to Broker under this agreement are payable in County, Maryland. This Paragraph 11 survives termination or expiration of this agreement with regards to fees earned during this agreement which are not payable until after its termination. Broker may deduct any fees under this Paragraph 11 from any funds Broker holds in trust for Owner. If more than one property or unit is made part of and subject to this agreement, each of the provisions below will apply to each property or unit separately.

☐ A. **Management Fees:** Each month Owner will pay Broker the greater of \$ \_\_\_\_\_ (minimum management fee) or: *(check one box only.)*

☐ (1) 10 % of the gross monthly rents collected that month, per unit or \$75.00 whichever is greater. These payments are released on the 15<sup>th</sup> of each month. If the 15<sup>th</sup> falls on a weekend the payments will be sent out on the following business day.

Failure by a tenant to pay rent does not excuse payment of the Minimum management fee. Management fees under this Paragraph 11A are earned daily and are payable not later than the last day of each month.

☒ B. **Leasing Fees for New Tenancies:** Each time the Property is leased to a new tenant, Owner will pay Broker a leasing fee equal to: *(check one box only.)*

☐ (1) 100 % of one full month's rent to be paid under the lease. If the agent uses a third party to place a tenant 100% of one full month rent to be paid under the lease otherwise.

☐ (2) \_\_\_\_\_ % of the gross rents to be paid under the lease.

☐ (3) The Owner will receive a six (6) month guarantee for tenant placement. If a tenant that the broker has placed in a unit has to be replaced within six (6) months of the first year due to a lease violation the broker will replace that tenant for that unit for free.

\_\_\_\_\_.  
The leasing fees under this Paragraph 11B are earned and payable at the time the lease is executed.

☒ C. **Renewal of Extension Fees:** Each time a tenant in the Property renews or extends a lease, Owner will pay Broker a renewal or extension fee equal to: *(check one box only.)*

☐ (1) 30 % of one full month's rent to be paid under the renewal or extension.

☐ (2) \_\_\_\_\_ % of the gross rents to be paid under the renewal or extension.

☐ (3) \_\_\_\_\_.

The renewal or extension fees under this Paragraph 12C are earned and payable at the time the renewal or extension is effective. For the purposes of this paragraph, a new lease for the same Property with the same tenant then occupying the Property is an extension or renewal. This Paragraph 12C does not apply to month-to-month renewals or month-to-month extensions.

☒ D. **Service Fees:** Each time Broker arranges for the Property to be repaired, maintained, redecorated, or altered as permitted by this agreement, Owner will pay Broker a service fee equal to: *(check one box only.)*

☐ (1) \_\_\_\_\_ % of the total cost of each repair, maintenance, alteration, or redecoration.

☐ (2) Twenty-Five (\$25) or 10% whichever is greater: Only when an outside contractor is used for repairs.

The services fees under this Paragraph 12D are earned at the time the repair, maintenance, redecoration, or alteration is made and are payable upon Owner's receipt of Broker's invoice.

For all emergency calls the rate starts at \$75.00.

- ☐ E. Interest on Trust Accounts: Any trust account Broker maintains under this agreement may be an interest-bearing or income producing account. Broker may retain any interest or income from such account as compensation under this agreement. Broker will remove any interest income payable under this Paragraph 12E from the trust account not later than the 30<sup>th</sup> day after the interest or income is paid.
- ☐ F. Administrative Fees: If Broker collects administrative charges from tenants or prospective tenants, including but not limited to, application fees, returned checks, or late charges (as authorized under Paragraph 4A). Broker will retain such fees as compensation under this agreement. The administrative fees under this Paragraph 12F are earned and payable at the time Broker collects such fees.
- ☐ G. Fees Related to Insurance and Legal Matters: If Owner requests or instructs Broker to coordinate or communicate with any insurance carrier regarding any casualty to or on the Property or if Owner requests or instructs Broker to appear in any legal proceeding or deposition related to the Property (including, but not limited to, evictions, tenant disputes, security deposit disputes, and suits for damages), Owner will pay Broker \$125 per appearance for Broker's time expended in such matter and in preparation of such matters. Fees under this Paragraph 11G are earned at the time the services are rendered and payable upon Owner's receipt of Broker's invoices.
- ☐ H. Fees in the Event of a Sale:
- (1) Fee if a Tenant Purchases Property: If at any time during this agreement or within \_\_\_\_\_ days after it ends, Owner sells the Property to a tenant who occupied the Property during the term of this agreement, Owner will pay Broker a fee equal to: *(check one box only.)*
- ☐ (a) 0 % of the sales price.
- ☐ (b) \_\_\_\_\_.
- Fees under this Paragraph 12H(1) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 13 at the time the sale closes.
- (2) Fee of Buyer is Procured through Broker: If during this agreement or within \_\_\_\_\_ days after it ends, Owner sells the Property to a tenant who occupied the Property during the term of this agreement. Owner will pay Broker a fee equal to: *(check one box only.)*
- ☐ (a) 0 % of the sales price.
- ☐ (b) \_\_\_\_\_.
- Fees under this Paragraph 12H(2) are earned at the time Owner agrees to sell the Property and are payable at the time the sale closes. Broker will waive any fees due under Paragraph 13 at the time the sale closes.
- (3) Sale Coordination Fees: If at any time during this agreement Owner agrees to sell the Property and Broker is not paid a fee under Paragraph 12H(1) or (2), Owner will pay Broker \_\_\_\_\_ for Broker's time and services to coordinate showings, inspections, appraisals, repairs, and other related matters. Fees under this Paragraph 12H(3) are earned at the time such services are rendered and payable upon Owner's receipt of Broker's invoices.
- (4) Definition: "Sell" means to agree to sell, convey, transfer or exchange any interest in the Property whether by oral or written agreement or option.



- (5) Separate Listing Agreement Controls: If Owner sells the Property and pays Broker the fee under a separate written listing agreement between Owner and Broker: (a) this Paragraph 12H will not apply; and (b) Broker will waive any fees due under Paragraph 13 at the time the sale closes.

☐ I. Other: 1. On all rents collected as a result of lease violations the management fee shall be 20% 2. \$150 to evict a tenant not approved by broker.

**12. FEES UPON TERMINATION:**

- A. At the time agreement ends, Owner must pay Broker:
- (1) all amounts due Broker under this agreement; and
  - (2) if the Property is leased to a tenant on the date this agreement ends, and amount equal to the lesser of: (a) the management fees that would accrue over the remainder of the term of the lease; or (b) Pay the tenant placement fee.
- B. If more than one property or unit is made part of and subject to this agreement, Paragraph 13A applies only to those properties or units then leased and applies to each property or unit separately. Paragraph 13A does not apply if Broker terminates this agreement under Paragraph 2C.
- C. If Owner decides to cancel the contract before the Primary terms ends, Owner will pay a One Thousand Dollars (\$1000.00) or the remainder of the management fee whichever is greater.

**13. EXPENSE REIMBURSEMENT:** Upon Owner's receipt of Broker's invoice, Owner will reimburse Broker the following expenses that are related to the leasing or management of the Property: (a) copy charges; (b) charges for long distances telephone calls or facsimile transmissions; (c) regular, express, or certified mail charges; (d) notary fees; (e) photos and videos; (f) reasonable travel expenses, including but not limited to mileage reimbursement (at the standard mileage rate published by the IRS), parking expenses, and tolls; and (g) any other expenditures Broker is authorized to make under this agreement for Owner or that Owner other wise authorizes Broker to make for Owner.

**14. FUNDS RECEIVED AFTER TERMINATION:** If Broker receives any funds on behalf of Owner after this agreement ends (for example, rent, damages, past due amounts, and other), Broker will deposit those funds in Broker's trust account and will: (a) pay 15% of the funds received to Broker as compensation for services (for example, research accounting, communicating, and processing) rendered at that time; and (b) pay the balance of the funds to Owner. This provision survives termination of this agreement.

**15. LIABILITY AND INDEMNIFICATION:**

- A. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
- (1) **other Brokers, their associates, inspectors, appraisers, and contractors who are authorizes to access the Property;**
  - (2) **acts of third parties (for example, vandalism, theft, or other criminal acts);**
  - (3) **freezing or leaking water pipes;**
  - (4) **a dangerous condition or environmental condition on the Property; or**
  - (5) **the Property's non-compliance with any law or ordinance.**
- B. **Broker is not responsible or liable in any manner for:**

- (1) any late fees or other charges Owner incurs to any creditor caused by late or insufficient payments by any tenant in the Property; or
- (2) damages to Owner caused by a tenant's breach of a lease.

- C. Owner agrees to protect, defend, indemnify, and hold Broker harmless from any Damage, cost, attorney's fees, and expenses that
- (1) are caused by owner, negligently or otherwise
  - (2) arise from Owner's failure to disclose any material or relevant information about the Property;
  - (3) are caused by Owner giving incorrect information to any person; or
  - + (4) are related to the management of the Property and are not caused by Broker, negligently or otherwise.

**16. DEFAULT:** A party is in default if the party fails to cure a breach within 10 days after receipt of written demand from the other party. If either party is in default, the non-defaulting party may: (a) terminate this agreement by providing at least 10 days written notice; (b) recover all amounts due to the non-defaulting party under this agreement; (c) recover reasonable collection costs and attorney's fees and (d) exercise any other remedy available at law. Broker is also entitled to recover any compensation Broker would have been entitled to receive if Owner did not breach this agreement.

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

**18. 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 processing and reasonable attorney's fees.

**19. ADDENDA:** Incorporated into this agreement are the following addenda, exhibits, and other information:

- ☐ A. Information About Brokerage Services
- ☐ B. Addendum Regarding Lead-Based Paint
- ☐ C. Multiple Property Addendum
- ☐ D. Owner's Notice Concerning Condition of Property under Property Management Agreement
- ☐ E. Property Manager's Inventory and Condition Report
- ☐ F. Addendum for Authorization to Act for Owner before Owners' Association
- ☐ G. Copy of Rules and Regulations of an Owners' Association
- ☐ H. Copy of the Owners' Association Bylaws and Deed Restrictions affecting the Property
- ☐ I. Property Management Addendum and W-9

*Note: Complete and deliver to broker IRS W-9 Form or similar form.*

**20. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This document contains agreement of the parties and may not be changed except by written agreement.
- B. Assignments: Neither party may assign this agreement without the written consent of the other party.
- C. Binding Effect: Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Owners executing this agreement are jointly and severally liable for the

performances 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.

- E. **Governing Law:** Maryland law governs the interpretation, validity, performance, and enforcement of this agreement
- F. **Severability:** If a court finds any clause in this agreement invalid or unenforceable, the reminder of this agreement will not be affected and all other provisions of this agreement will remain valid and enforceable.
- G. **Context:** When the context requires, singular nouns and pronouns include the plural.
- H. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail addresses specified in paragraph 1.

**21. INFORMATION:**

- A. 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, or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation or age).
- B. Owner may review the information Broker submits to an MLS or other listing service.
- C. Broker advises Owner to remove or secure jewelry, prescription drugs, and other valuables.
- D. The Property Code requires certain types of locks or security devices on all exterior doors of residential rental properties and requires smoke detectors in certain locations. The Property code requires the security devices to be rekeyed and the smoke detectors to be tested each time a new tenant occupies the Property.
- E. Broker cannot give legal advice. **READ THIS AGREEMENT CAREFULLY.** If you do not understand the effect of this agreement, consult an attorney **BEFORE** signing.

**22. TERMINATION FOR CAUSE:**

- A. If Broker breaches any of the terms of this agreement or fail to communicate with the owner, Owner shall give Broker written notice of such breach. If Broker fails to remedy the breach within ten (10) days after receiving the above-described notice, Owner may terminate this agreement without fees covered under Paragraph 13.

On Behalf Of Owner:

\_\_\_\_\_  
Print: \_\_\_\_\_: Personal Guarantor:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: \_\_\_\_\_: Personal Guarantor:

\_\_\_\_\_  
Date

Leasing & Management Agreement concerning: \_\_\_\_\_

Print: \_\_\_\_\_: Authorized Agent:

\_\_\_\_\_  
Date

Signature: \_\_\_\_\_: Authorized Agent:

\_\_\_\_\_  
Date

On Behalf of Broker:

By: Charles Barnett, for Premier Property Management LLC Date \_\_\_\_\_

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#### ADDENDUM FOR FEE SCHEDULE

Processing fees	\$10.00 per transaction (mortgage payments, Bge, etc)
<b>Tenant placement fee</b>	100% of the security equal to first month rent
<b>Late rent court fee</b>	\$48.00
<b>Eviction filing (city &amp; county</b>	\$61.00

Leasing & Management Agreement concerning: \_\_\_\_\_

<b>Citation/water bill hearings</b>	\$100
<b>Meeting inspectors</b>	\$65
<b>Certified letters for evictions</b>	\$5.41
<b>Certificate of Mailing</b>	\$1.15
<b>Eviction expense</b>	\$250-\$1500 depending on what is left behind, Method of trash removal, lock change, securing the property after the eviction.
<b>Registration of property</b>	\$45 MDE; \$45 City
<b>Personal Baltimore Sun Ad</b>	\$165.00-\$200