



PROPERTY MANAGEMENT AND BROKERAGE AGREEMENT

Last Updated: December 10, 2023

THIS EXCLUSIVE PROPERTY MANAGEMENT AND BROKERAGE AGREEMENT (“**AGREEMENT**” OR “**PMA**”), IS ENTERED INTO AS OF _____ (“**EFFECTIVE DATE**”) BY AND BETWEEN THE OWNER(S), AS IDENTIFIED ON THE SIGNATURE PAGE (“**OWNER**”), AND HOME365 [INCLUDES HOME365 LAS VEGAS, INC.; HOME365 GA LLC, AND HOME365, LLC] (“**PROPERTY MANAGER**”), AS DEFINED IN THE PROPERTY MANAGER ADDENDUM, WHICH IS LOCATED AT WWW.HOME365.CO/PMA, AS MAY BE UPDATED FROM TIME TO TIME (EACH INDIVIDUALLY REFERRED TO AS A “**PARTY**” AND COLLECTIVELY THE “**PARTIES**”).

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Property Manager, and Property Manager contracts with Owner, to manage the Property(ies) as identified in the Signature Page, as well as any other property that Owner and Property Manager may from time to time agree in writing will be subject to this Agreement (“**Property**” or “**Properties**”), in accordance with all applicable laws, regulations, and the terms and conditions contained herein.

1. APPOINTMENT OF PROPERTY MANAGER/MANAGING BROKER.

- 1.1. **Appointment and Acceptance.** Owner appoints Property Manager as its exclusive agent to manage the Property in accordance with the terms and conditions provided herein. Property Manager accepts such appointment and shall furnish the services provided for in this Agreement (“**Services**”). Owner shall pay Property Manager for all expenses associated with the management of the Property for which Owner is responsible hereunder. Owner understands and agrees that Services will be performed through one or more agents and/or independent contractors of Property Manager.
- 1.2. **Relationship of Property Manager to Owner.** The relationship of the Parties shall be that of Owner as principal and Property Manager as agent. Except as otherwise provided for herein, all duties to be performed by Property Manager under this Agreement shall be on behalf of Owner, in Owner’s name, and for Owner’s benefit. In taking any action under this Agreement, Property Manager shall be acting only as agent for Owner. Nothing herein shall be construed as creating a partnership, joint venture, employment or any other relationship other than agency.

2. PROPERTY MANAGER SERVICES.

- 2.1. **Services.** The Property Manager shall manage the Property by: advertising the Property to prospective tenants and processing Tenant applications; executing lease agreement(s) and lease renewals (where applicable); collecting rents, security deposits, and other charges and expenses as they become due; coordinating payment of agreed Property expenses; undertaking periodic inspections; serving notices and taking necessary action when Tenant(s) is/are delinquent; and, at the expense of the Owner, Property Manager shall coordinate

the completion of repairs, provided that Owner makes available to Property Manager sufficient sums to pay the costs thereof prior to commencing repairs (collectively “**Services**”). Further explanation of the Services is provided below.

- 2.2. **Property Manager’s Judgment.** Owner acknowledges that successful property management requires the Property Manager to utilize knowledge and expertise in exercising its best judgment in performing Services. Owner acknowledges and agrees that Property Manager shall not be liable for any errors in judgment or for any delays in the performance of any Services except in cases of willful misconduct or gross negligence of Property Manager.
- 2.3. **Communication.** Owner agrees that all communications and interactions with prospective Tenant(s), Tenants, and Service Providers (defined below), shall be by and through Property Manager and/or Property Manager’s Platform(s) only. Owner shall not otherwise directly or indirectly contact or communicate with Tenant(s) during the Term. Owner acknowledges and agrees that directly or indirectly communicating with Tenant(s) during the Term constitutes a breach of this Agreement.

Owner further acknowledges that all updates and communications from Property Manager regarding the Property shall be provided through the Platform.

- 2.4. **Home365 Platform.**
 - (a) As part of the Services, Property Manager shall, during the Term, as defined herein, and subject to the terms of this Agreement and the Platform Terms (defined below), permit Owner to access Property Manager’s online platform and mobile software application (“**Platform**”), subject to the creation and activation of an account in accordance with Property Manager’s instructions (“**Account**”). Owner shall provide Property Manager with all material information regarding the Property, its Tenant(s), and accurately complete any questionnaires requested by the Property Manager (“**Onboarding Documents**”).

Owner acknowledges and agrees that it is its sole responsibility to monitor the accuracy of the information, including their contact information, on the Platform. Owner shall notify Property Manager immediately of any error or discrepancy in any information, invoice or fee, and both Parties agree that after a period of 180 days from posting to the Platform, any invoice or fee will be considered final and neither Party shall seek adjustment or compensation.

- (b) Owner hereby agrees to the Platform Terms of Service available at <https://www.home365.co/terms-of-service/>, as may be updated from time to time (“**Platform Terms**”). To the extent that the Platform Terms conflict with the terms of this Agreement, this Agreement shall prevail with respect to the subject matter hereof.

(c) Owner acknowledges and agrees that: (i) unless otherwise requested or instructed in writing by Property Manager, Owner shall submit all requests regarding the Property and performance of Services and conduct all communications in connection with this Agreement via the Platform; (ii) the Property Manager shall determine the appropriate severity level and response for requests made through the Platform; and (iii) notices from Property Manager regarding the Property or the provision of the Services, or otherwise in connection with this Agreement, may be made, and be deemed to be delivered to Owner, via the Platform or to Owner's email address provided on the Signature Page, or as otherwise updated by Owner in the Platform.

2.5. **OneRate Covered Services.** In the event that the Signature Page indicates that Owner has opted to participate, and is approved to participate, in the OneRate Program, the terms of the OneRate Addendum, as may be updated from time to time ("OneRate Addendum" or "Addendum"), available at www.home365.co/legal/onerate, shall apply to the Property(ies) designated in the Signature Page, and shall be deemed incorporated by reference as though set forth at length herein.

Upon the acceptance of an Owner's Property into the OneRate Program, references to Services in this Agreement shall be deemed to include, without limitation, Services set forth in the OneRate Addendum.

Owner acknowledges and agrees that failure to comply with the terms of the Addendum constitutes a breach of the Addendum and shall be grounds for termination of the OneRate Addendum by the Property Manager (as defined in the OneRate Addendum).

2.6. **Brokerage.** Owner agrees that if, during the Term, it or any of its affiliates, or any third person on its or their behalf, offers or intends to offer, a Property for sale or other disposition or transfer, it will engage Property Manager as broker of record to act as the exclusive broker and listing agent at a standard real estate broker's commission. Owner shall not prevent the Property Manager or its affiliates from simultaneously acting as the buyer's broker in such sale.

As the exclusive broker and selling agent, the Property Manager shall provide all necessary and required documentation and assist with showings. The fee owed by the Owner to the Property Manager shall be part of the closing statement and shall be paid as a condition to the closing of escrow for the sale of a Property.

If Property Manager is not appointed on an exclusive basis, then Owner shall pay Property Manager the brokerage exclusivity fee as set forth in the Fee Schedule ("Brokerage Exclusivity Fee"), in addition to any other broker or listing fees it may have agreed to in writing for the sale of the Property. The Brokerage Exclusivity Fee shall be paid as a condition to the closing of escrow for the sale of a Property.

- 2.7. **Extraordinary Services.** Any service(s) not identified as Services under either this Agreement or, if applicable, the OneRate Addendum shall be considered Extraordinary Services. If such services are requested by Owner, Owner shall pay Property Manager the associated hourly fees ("**Extraordinary Services Fee**") as set forth in the Fee Schedule.

3. **PROPERTY MANAGER FEES FOR SERVICES.**

- 3.1. **Fees.** Fees incurred in connection with the performance of Services are contained in the Fee Schedule, which is incorporated into this Agreement and is deemed a part hereof.

Property Manager may provide services for Owner or arrange services for Owner from third-party vendors (i.e. independent contractors), including but not limited to services relating to maintenance and repair and/or improvements to the Property. Owner agrees that Owner is responsible for payment for services performed by independent contractors, unless otherwise agreed upon in writing by the Parties.

Note: No fees may be deducted from any tenant security deposit until the termination of the tenancy. Upon termination of the tenancy, any fees due to the Property Manager by Owner may be deducted from any portion of the security deposit due to the Owner.

- 3.2. **Payment Terms.** All amounts due under this Agreement shall be payable to Property Manager in United States Dollars and are non-refundable. Failure to remit payment to Property Manager constitutes a breach of this Agreement and is grounds for termination by Property Manager.

Owner acknowledges and agrees that Property Manager shall deduct such amounts due from Rents collected or as otherwise available from Owner's Trust Account as authorized under this Agreement for payment of Services.

In the event that amounts due are not deducted from Rents collected or as otherwise available from Owner's Trust Account for any reason, Owner shall pay such amounts within two (2) business days of Property Manager's written notice (beginning on the date that such notice is sent), unless Property Manager determines that a shorter time frame is necessary to perform Services for safety, compliance, or any other compelling reason(s), in which Owner shall pay amounts due within such shorter time specified by Property Manager in writing.

In the event that any amounts due hereunder are not paid when due, Owner shall pay a late fee at the rate specified in the Fee Schedule ("**Late Payment Fee**"), in addition to any and all fees or amounts owed by Owner.

- 3.3. **Priority.** Owner agrees that, to the extent permitted by applicable law, Property Manager's right to receive, and Owner's obligation to pay, Property Manager fees due hereunder is superior to all other payments or disbursements to be made by Owner or Property Manager. For clarification purposes, any and all payments or

disbursements are to be made in the following order: (a) those due to Property Manager; (b) those due for all other operating expenses, costs and disbursements; (c) reserves and tenant security deposits; and (d) balance to Owner.

- 3.4. **Unconditional Obligations.** Owner Acknowledges and agrees that other than Management Fees, which may be due upon collection of Rents as specified in this Agreement, all other fees and amounts due are not dependent upon collection of Rents or other amounts owed from Tenant(s).

4. **ESTABLISHMENT OF TRUST ACCOUNTS.**

4.1. **Trust Accounts.**

(a) Property Manager shall establish a separate deposit trust account, apart from any company or corporate bank account, for the deposit of payments collected on behalf of the Owner ("**Owner Trust Account**") in an institution whose deposits are insured by the federal government or an agency thereof. Designated funds relating to the Property in the Trust Account remain the property of Owner subject to disbursement of expenses and payments by or to Property Manager as described in this Agreement.

(b) Property Manager shall, where required by law, establish a separate deposit trust account, separate and apart from any company or corporate bank account for the deposit of tenant security deposits ("**Tenant Security Deposit Trust Account**") in an institution whose deposits are insured by the federal government or an agency thereof. Designated funds relating to the Property in the Tenant Security Deposit Trust Account remain the property of Tenant subject to deductions determined at the time of termination of the tenancy, subject to the disbursement of expenses and payments by or to Property Manager as described in this Agreement. Note that additional or higher rent paid in lieu of a Security Deposit, as may be permitted at Property Manager's sole discretion, shall not be held in the Tenant Security Deposit Trust Account.

(c) Any interest accrued on the Owner Trust Account shall be retained by Property Manager except as otherwise required by applicable law and/or regulation.

- 4.2. **Initial Owner Deposit and Reserve.** Immediately upon commencement of this Agreement, Owner shall remit to Property Manager the sum set forth in the Fee Schedule per Property, as a reserve, to be deposited in the Owner Trust Account ("**Reserve**"). Property Manager shall use the Reserve to pay sums owed by Owner under this Agreement as they become due from time to time. Owner shall maintain the Reserve in the Owner Trust Account at all times to enable Property Manager to pay the obligations of Owner as they become due. Property Manager shall notify Owner, via the Platform, if additional reserve funds are required, and Owner shall remit such funds *immediately* (no later than two (2) business days

after the request is sent to Owner) to replenish the Reserve. During the Term, Property Manager reserves the right to increase the amount of the Reserve when, in its sole discretion, it considers the then-current Reserve amount to be insufficient to maintain Owner's account, or when Owner is late in replenishing Held Sums and/or Reserve. Failure to maintain the Reserve shall be deemed a material breach of this Agreement and is grounds for termination by Property Manager.

- 4.3. **Replenishment of Reserve and Held Sums.** If the balance of the Owner Trust Account is at any time insufficient to pay any sums due and payable by Owner under this Agreement, including to replenish the Held Sums (defined below) or the Reserve, then Owner shall remit to the Property Manager sufficient funds to cover the deficiency and restore the requested amounts no later than two (2) business days from the day on which the Property Manager's written notice was sent to Owner. For avoidance of doubt, the Reserve and Held Sums remain the property of Owner.
- 4.4. **Account in Overdraft.** Owner agrees that if its balance in the Owner Trust Account falls below \$0.00, Property Manager shall have the right to file and record a lien on the Property (or on Owner's other real and/or personal property as permitted by law) for amounts owed by Owner to Property Manager or to Owner Trust Account. Owner shall execute any applications, affidavits, declarations, statements, or other documentation and/or forms reasonably requested by the Property Manager necessary to file and record such lien(s). In the alternative, Owner hereby irrevocably appoints Property Manager and its officers and agents to act on Owner's behalf to execute any and all documents necessary for the filing and recording of lien(s). Owner is solely liable for the costs of drafting documentation, filing documentation, and recording documentation associated with such lien(s), and shall reimburse Property Manager for the same.
- 4.5. **Advances by Property Manager.** In the event Owner has a negative balance or insufficient funds to pay any amount due, including, without limitation, a third-party expense within two (2) business days following Property Manager's written notice thereof, and Property Manager determines that said amounts due are urgent/necessary/required (e.g., safety, legal or regulatory issue), Property Manager or its Affiliates may, but is under no obligation to, contribute its own funds to cover such expense. Upon a non-obligatory advancement/contribution by Property Manager, it will notify the Owner in writing of such a contribution ("**Contribution**"). In such case, Owner shall pay Property Manager or its Affiliate: (a) an origination fee in the amount set forth in the Fee Schedule ("**Loan Origination Fee**"); and (b) interest-fees at the per annum rate set forth in the Fee Schedule in the amount ("**Loan Interest Rate**") until Owner repays Property Manager or its Affiliate the Contribution in full, including fees. Such amounts are cumulative, and not exclusive and Owner acknowledges Property Manager's right to these fees due in connection with such Contribution.

5. COLLECTION OF RENTS AND OTHER RECEIPTS.

- 5.1. **Property Manager's Authority.** Except as otherwise provided herein, Property Manager shall, in its sole discretion, determine the rental rate and collect all Rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the Property, and shall deposit those in the Owner Trust Account ("**Collected Amounts**"). Any Rent collected directly by Owner shall incur an Administration Fee unless such collection is agreed in writing by Property Manager prior to its collection by Owner. Property Manager reserves the right to terminate for breach of this Agreement by Owner for directly or indirectly communicating with Tenant(s) in violation of Section 2.3.
- 5.2. **Property Manager's Charges.** If permitted by applicable law, Property Manager may collect from Tenant and retain any or all of the following: an administrative charge for late payment of Rent, a charge for returned or non-negotiated checks or insufficient funds to complete payments, interest, a rental application fee and any other fees as determined by Property Manager.
- 5.3. **Security Deposit Requirements.**
 - (a) To decrease the period of vacancy, and for other business and marketing considerations, Property Manager shall be entitled in its sole discretion to determine the Tenant's obligations regarding a Security Deposit, including, without limitation: (i) the amount of the Security Deposit; (ii) the timing of the payment of a Security Deposit; (iii) whether to require a Tenant to pay increased rent in lieu of a Security Deposit; and/or (iv) to permit other options or terms regarding a Security Deposit that Property Manager may deem desirable from time to time.
 - (b) If Property Manager agrees in writing to alter or waive the Security Deposit obligation of Tenant, Property Manager shall be entitled to any resulting excess payment collected, which will usually be recognized via higher Rent. In cases where a Security Deposit is not required, Property Manager's decision shall neither reduce nor waive the Tenant's obligations to pay for any damages resulting from any breach of the Lease by the Tenant, nor shall it otherwise impair the Property Manager's obligations under this Agreement or applicable laws. If Property Manager does not require Tenant to place a Security Deposit, and Tenant vacates the Property without paying for damages, Property Manager will reimburse Owner for any damages or unpaid Rent up to, but not exceeding one month's Rent.
 - (c) For avoidance of doubt, if this Agreement is terminated for any reason, Property Manager's obligation to reimburse the Security Deposit, if applicable, shall cease.
- 5.4. **Provision of Other Services to Tenant(s).** From time to time, Property Manager may offer Tenant other services or products (e.g. insurance, internet access,

security monitoring, appliance reporting, remote access, “smart home” features, etc. as technology develops over time). Property Manager reserves the right to include charges for such services or products in the Lease Agreement in accordance with applicable laws and regulations. Property Manager may brand other services under Property Manager’s name or a different name altogether. In all such instances, Owner grants Property Manager (or its Affiliate) the right to offer, provide and charge for such services and products as they see fit. Even if referred to as Rent or some derivative therefrom, all amounts collected for such services shall belong solely to Property Manager and/or its Affiliate.

6. DISBURSEMENTS OF RENTS AND OTHER PAYMENTS.

- 6.1. **Payment of Operating Expenses.** Owner hereby authorizes Property Manager to pay from the Owner Trust Account or otherwise on Owner’s behalf in accordance with this Agreement: (i) all expenses and costs related to operating each Property for which this Agreement is in effect; and (ii) all fees, including, without limitation Management Fees, and expenses and reimbursements due to Property Manager under this Agreement. All such expenses for Property will be paid directly from the Owner Trust Account as they become due and payable, provided that Owner has sufficient funds to satisfy such payment.
- 6.2. **Payment of Non-Operating Expenses.** If Owner requests that Property Manager make certain, specified other payments in writing (e.g. mortgage payments, general property taxes, home warranty, or insurance premiums) owed by Owner to a third party in connection with a Property, Property Manager may: (a) pay such amounts out of Owner’s proceeds from the Property; (b) utilize funds from Owner’s accounts as set forth herein for such purpose; and (c) set a new Reserve Amount, which Owner shall maintain at all times in the Owner Trust Account. Property Manager shall have the authority to modify the amount required for the Reserve based on its judgment, receipt of payment(s) and payment cycles.
- 6.3. **Retention of Sums for Future Repairs and Bills.** Property Manager, exercising its judgment, may allocate or otherwise hold sums from the Collected Amounts to pay for authorized, necessary, or in-process repairs and/or any authorized bills received and/or reasonably anticipated (“**Held Sums**”). For avoidance of doubt, Held Sums and Reserve are separate amounts.
- 6.4. **Net Proceeds.** To the extent that funds are available in the Owner Trust Account, setting aside Held Sums, and after maintaining the Reserve in accordance with Section 4, Property Manager will distribute the Net Proceeds (as defined below) to Owner on a monthly basis. Net Proceeds shall be deposited to the US bank account as designated by Owner in writing. “**Net Proceeds**” is defined as all amounts deposited in the Trust Account minus all costs, expenses, and fees due and payable by Owner under this Agreement (including any Held Sums and the Reserve). If Owner requests, in writing, Net Proceeds to be paid more than once a month, Property Manager shall have the right to charge a Transaction Fee for each additional payment.

Should Owner desire to change the designated account to which Net Proceeds are to be deposited, Owner shall provide the Property Manager with updated US bank account information in writing immediately via the Platform. Owner acknowledges and agrees that Property Manager is not liable for any proceeds lost as a result of Owner's failure to provide Property Manager with updated information.

7. **LEASING AND ENFORCEMENT.**

- 7.1. **Authority.** Property Manager is authorized to negotiate (which includes, but is not limited to, establishing the rental amount), prepare and sign all Leases (including all renewals and extensions thereof, whether on an annual or month-to-month basis), and to cancel and modify existing Leases for Owner, whether originally executed by Property Manager or other property manager. All expenses incurred in connection with leasing activities shall be paid from the Owner Trust Account, including the Leasing Fee. Upon reasonable request by Owner, Property Manager shall provide Owner with a copy of any Lease Agreement, which may be redacted to protect the personal information of Tenant as required by law.
- 7.2. **Forfeited Holding Fee.** The Property Manager may collect from a prospective tenant(s) a holding fee, in exchange for reservation of the Property for such prospective tenant(s). Where Property Manager collects a holding fee from a prospective tenant, Property Manager reserves the right to remove the Property from the rental market for a period of time as set forth and governed by a holding fee agreement. In the event that the prospective tenant fails to enter a Lease Agreement, and the holding fee is forfeited per the terms of the holding fee agreement, such holding fee will be retained by Property Manager.
- 7.3. **Multiple Listing Services and Similar Services.** Owner acknowledges that Property Manager is a participant of the Multiple Listing Service ("**MLS**") and/or similar services, and therefore that the Property(ies) will be published and disseminated to MLS and/or other service participants in accordance with said entity's rules and regulations.
 - (a) Owner hereby authorizes Property Manager to coordinate with other real estate professionals and to report any information regarding the Lease Agreements, including price, duration, and terms thereof, for publication, dissemination, information, and use by MLS and/or other similar service participants.
 - (b) Owner understands and acknowledges that MLS and/or similar services will disseminate a Property's information to other MLS participants, as well as online websites and that such information is generally available to the public. Owner recognizes that some of these websites may include a commentary section where consumers may include reviews and comments about the Property, or an automated estimate of the market value of the Property.
- 7.4. **KeyBox and Self Showing.**

- (a) Owner hereby authorizes Property Manager to install a lock box (electronic or mechanical) or Smart Lock ("**KeyBox**") in connection with the showing of the Property to prospective tenant(s). Owner acknowledges that it has been advised that:
 - (i). The purpose of the KeyBox is to permit access to the Property by members of the MLS and/or similar services, licensed professionals and authorized agents of Property Manager for showings, and Qualified Persons (defined below) for self-showings necessary to facilitate the sale or leasing of the Property;
 - (ii). Owner is solely responsible for safeguarding and insuring Personal Property and valuables located within the Property. Property Manager shall not be liable for any items damaged, destroyed, lost or stolen under any circumstances. Further, Owner acknowledges that neither the MLS, Property Manager, nor its listing agent/broker is insuring Owner or occupant/tenant against the same;
 - (iii). Where a Tenant actively occupies the Property, the Tenant's consent is required prior to the scheduling of a showing, which shall be obtained by the Owner or the Property Manager in writing and provided to the other upon reasonable request.
 - (b) Owner hereby authorizes Property Manager to issue a code to access the Keybox to MLS and/or other service participants, Qualified Persons, licensed professionals and identified Service Providers. Property Manager shall not be liable for any misuse by any MLS participant, Qualified Persons, licensed professionals and identified Service Providers of such codes under any circumstances.
 - (c) A "**Qualified Person**" is any person that has provided to Property Manager the following verified information: (i) full name; (ii) full address; (iii) telephone number; (iv) credit card; and (v) valid Identification Document (e.g. Passport or Driver's License), and has submitted to and passed a background check at the time that Property Management first engaged Qualified Person.
- 7.5. **Smart Locks, Smart Devices, Security Devices.** Owner hereby authorizes Property Manager to: (i) replace the locks on the Property with Smart Locks; (ii) to install other digital or smart devices to offer Tenant digital services; (iii) place motion sensors, cameras or other types of security of the Property; and (iv) perform manual inspections on all such devices. For any smart or digital lock ("**Smart Lock**") that Property Manager installs, Owner shall pay Property Manager the installation fee ("**Smart Lock Installation Fee**") and a monthly usage fee ("**Smart Lock Usage Fee**") as set forth in the Fee Schedule.
- 7.6. **Enforcement of the Leases.**
- (a) Authorization. Property Manager is authorized, but not obligated, to institute, in Owner's name and on Owner's behalf, all demands and legal

actions or proceedings ("**Actions**") for the enforcement of any lease term, for the collection of rent or other income from the Property or for the eviction or dispossession of the tenants or other occupants or persons from the Property ("**Evictions**"). Additionally, Property Manager is authorized, but not obligated, to institute actions for collection of unpaid rent after successful eviction, abandonment, or expiration of lease term against Tenant ("**Other Actions**"). Property Manager is authorized to sign any and all documents necessary for the institution and follow through with such Actions, Evictions, and Other Actions.

In Property Manager's sole discretion, it may, but is not obligated, to engage the services of an attorney or eviction service and any other necessary vendor (including for posting of notice and service) of its choice by providing written notice to Owner, provided that, however, within two (2) business days from the receipt of such notice, Owner shall have the right to reasonably object to the attorney chosen by Property Manager. For Other Actions, Property Manager must obtain Owner's written permission, not being unreasonably withheld, conditioned or delayed.

- (b) Expenses Associated With Lease Agreement Enforcement. To file the initial Eviction pleading, Owner shall pay to Property Manager the Eviction Fee (as set forth in the Fee Schedule) and Property Manager shall be solely responsible for all fees payable for the initial stage of the Eviction process, including, the costs of serving notice, filing, appearance in court by a Home365 agent or otherwise authorized representative (not a licensed attorney) and attending the lockout. Where Enforcement Actions are required beyond the initial Eviction process (for example, an appeal by Tenant or Owner) Property Manager shall obtain Owner's consent in writing to proceed and Owner shall be solely liable for all costs following the initial stage of the Eviction process, including without limitation, attorneys' fees and court costs.
- (c) Amounts due to Property Manager. In the event of successful collection of Rent or receipt of other amounts otherwise due to Owner from an evicted Tenant, Property Manager shall be entitled to receive, and retain, from the award: (i) an amount equal to the costs of the Action; (ii) an amount equal to any amounts otherwise due to Property Manager from Owner under this Agreement, and (iii) the percentage of the gross amount of the award or other amount received set forth in the Fee Schedule ("**Evicted Tenant Collection Fee**"). The remainder of the amount shall be distributed to or retained by Owner.
- (d) Collection by Owner.
 - (i). Owner shall promptly notify Property Manager in writing in the event that Owner, independently of Property Manager, engages a third-party collection agency or otherwise directly or indirectly initiates any

proceeding, or settlement discussions, to enforce a Lease or collect Rent from a Tenant. In the event that Owner engages a third-party collection agency or otherwise directly or indirectly initiates any proceeding, or settlement discussions, to enforce a Lease or collect Rent from a Tenant, Property Manager will immediately cease any and all action in regard to said matter.

- (ii). In the event Owner collects Rent or other amounts from Tenant due in connection with a period of the Lease during the Term, Owner shall within two (2) business days of receipt of amounts from the Tenant pay Property Manager any amounts owed to it in accordance with the Agreement.

8. REASONABLE MAINTENANCE AND REPAIR.

- 8.1. **Ordinary/Emergency Maintenance Repair.** Owner shall be responsible for making or causing to be made, through Property Manager, all ordinary repairs and replacements reasonably necessary to preserve the Property in a habitable condition, for the operating efficiency of the Property, and for all alterations necessary to comply with Lease requirements, governmental regulations or insurance requirements. Any cost exceeding the limit set forth in the Fee Schedule ("**Expense Limit**") must be approved by Owner (via the Platform) within two (2) business days of request for Owner approval with the following exceptions: (a) in an emergency where repairs are immediately necessary for the preservation and safety of the Property; (b) to avoid the suspension of any essential service to the Property; (c) to avoid danger of physical harm to life or the Property; or (d) to comply with federal, state or local law and regulation.

Owner hereby authorizes Property Manager to schedule work to repair or maintain the Property. Both Parties further acknowledge and agree that this authorization is only for work that does not require a building permit.

Where Owner fails to provide necessary approval within two (2) business days, Property Manager shall not be liable for any losses, tangible or intangible, arising therefrom.

- 8.2. **Smoke Detectors and Carbon Monoxide Detectors.** At Owner's expense, smoke detectors and carbon monoxide detectors will be installed on the Property in working condition in accordance with the law prior to the Tenant's occupancy. During the occupancy, it shall be the Tenant's responsibility to maintain all smoke detectors and carbon monoxide detectors. Owner will replace said detectors as needed.

- 9. **UTILITIES CONTRACTS.** Owner shall, in Owner's name and at Owner's sole expense, negotiate and execute contracts for electricity, gas, or water and such other utilities as necessary or prudent for the operation of the Property, and for legal compliance with federal and state laws and regulations. All utility charges and deposits shall be Owner's responsibility. Owner authorizes Property Manager to communicate with the respective

utility companies and service providers and to make changes to services as Property Manager deems necessary during the term of this Agreement. Should a Tenant fail to maintain utilities and essential services at any time in accordance with the terms of the Lease Agreement (if applicable), Owner shall be responsible for any and all related costs.

10. INSURANCE.

10.1. **Owner's Insurance.** Throughout the Term of this Agreement and for a period of one (1) year thereafter, Owner shall maintain adequate insurance against damage and against liability for loss, damage, and injury to property or persons which may arise out of the occupancy, management, operation, or maintenance for all the Properties ("**Policies**" or "**Liability Insurance**"). Liability Insurance shall be in form, substance and amounts reasonably satisfactory to Property Manager, but no less than Five Hundred Thousand (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate per year, with any deductible required under the Policies being the exclusive responsibility of the Owner. Said Policies shall comply with all local, state, and federal laws.

Additionally, Owner shall provide Property Manager with proof of fire insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Property Manager with a certificate evidencing fire and liability insurance or with duplicate copies of such policies, applicable bond, and/or service warranty within fifteen (15) of the execution of this Agreement.

Owner shall name Property Manager as additional insured on all Policies, including the fire insurance and vandalism insurance policies, and any applicable bond or service warranty agreement, and each such agreement shall provide that written notice of default, changes, or cancellation of such policy, bond or service warranty shall also be sent to Property Manager at least thirty (30) days before such default, change, or cancellation takes effect. Such Policies shall include a waiver of the right of subrogation. Owner further agrees to provide further certificates regarding all Policies, including the fire insurance and vandalism insurance policies, upon written request of Property Manager.

10.2. **Tenant's Insurance.** Property Manager may, at its sole discretion, require Tenant(s) to obtain and maintain renter's insurance from a provider of Property Manager's choosing.

10.3. **Hold Harmless.** Owner shall indemnify, defend and hold Property Manager harmless from any and all loss, investigation, suits, damage, cost, expense (including attorneys' fees) liability or claims incurred or occurring in, on or about the Property(ies). *See also Section 18.*

10.4. **Property Manager Assumes No Liability.** Property Manager assumes no liability for any damages, losses, or acts or omissions by Tenant or previous tenants. Property Manager assumes no liability for any acts or omissions of Owner or previous owners, or previous property managers. Property Manager assumes no liability for default by any tenant. Property Manager assumes no liability for

violations or environmental or other regulations that may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by Property Manager shall be brought to the attention of Owner, and Owner shall promptly cure them. Property Manager shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

11. OWNER'S RESPONSIBILITY FOR LEGAL EXPENSES.

- 11.1. **Litigation and Compliance Expenses.** Owner shall pay all fines, penalties, or other expenses arising from any claim, proceeding or suit involving an alleged violation related to the Property, including but not limited to, any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, elderliness or all other protected classes; provided, however, that Owner shall not be responsible to Property Manager for any such expenses if Property Manager is finally adjudged in a court of law to have itself, and not in a representative capacity, violated any such law. Nothing contained herein shall obligate Property Manager to employ legal counsel to represent Owner in any such proceeding or suit, and all costs of such litigation shall be borne solely by Owner.
- 11.2. **Fees for Legal Advice.** Owner shall pay reasonable expenses incurred by Property Manager for legal advice regarding compliance with any law affecting the Property. If such expenditure also benefits multiple clients of Property Manager, Owner shall pay an apportioned amount of such expense.

12. OWNER REPRESENTATIONS. Owner represents, warrants, and agrees that:

- 12.1. **Authority.** Owner has full power, authority, and legal right to (i) enter into this Agreement and to perform his/her/they/its obligations hereunder, and (ii) entering into this Agreement and performance of obligations hereunder do not and will not require the consent or approval of any third-party, violate any provisions of law, or conflict, result in breach of, or constitute a default under any contract to which Owner is a party.
- 12.2. **Agreements.** There are no written or oral agreements affecting the Property other than a disclosed lease agreement with a tenant, a current version of which has been provided to Property Manager along with all current contact information of such tenant.
- 12.3. **No Restrictions.** There are no recorded easements, restrictions, reservations, possession or rights of way or other rights which may be exercised by any third party which adversely affect the use of the Property for the purposes intended under this Agreement.
- 12.4. **Zoning.** The Property(ies) is/are zoned for the intended use.
- 12.5. **Permits and Licenses.** Owner acknowledges and agrees that it has conducted due diligence in determining whether permits and/or licenses of any kind are

required under local, state, or federal laws and regulations. Owner represents and warrants that it conducted said due diligence prior to the Effective Date. Property Manager shall not be liable for any loss incurred as a result of Owner's failure to conduct due diligence.

Any and all required permits and/or licenses for the maintenance, operation and leasing/occupancy of a Property have been obtained by Owner, and are current as of the Effective Date. A copy of all required permits and/or licenses shall be provided to Property Manager via the Platform within ten (10) business days of the Effective Date.

Owner is solely responsible for ensuring that said permit and/or license remains current and in effect at all times during the Term. If at any time a permit and/or license is suspended or expired during the Term, Owner agrees that it will self-manage the Property(ies), and Property Manager shall be deemed a consultant. Owner shall notify Property Manager in writing, via the Platform, of its intent to reinstate a required permit/license within thirty (30) days of expiration. Owner shall provide Property Manager with regular updates regarding the status of renewal. If Owner fails to provide Property Manager with an update within thirty (30) days of notice of intent to reinstate, Property Manager shall make at least one (1) request for an update via the Platform. Property Manager reserves the right to terminate this Agreement at its sole discretion in the event that Owner fails to fulfill the obligations set forth in this Section.

Note: Owner shall be solely liable for any fines, penalties, fees, or the like resulting from failure to obtain and maintain any and all required licenses and/or permits.

Property Manager shall re-commence its duties as Property Manager at such time that Owner submits, via the Platform, a copy of any and all updated and effective permits and/or licenses.

Owner acknowledges that if a rental/occupancy permit/license is required by law, ordinance, or at the direction of any governmental authority, and said permit/license is not current and in effect, Property Manager cannot legally enforce the duty to pay rent.

Property Manager may reasonably request expired permits/license as it deems necessary from time to time.

- 12.6. **No Violation.** The building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like. Furthermore, the Property(ies) is not in a hazardous or dangerous condition as of the Effective Date.

Owner acknowledges that, under certain circumstances, if a building is in violation of a law, ordinance, regulation, rule, court order, or the like, Property Manager cannot legally enforce the duty to pay rent.

- 12.7. **No Defaults.** ANY LOANS, NOTES, MORTGAGES, TAXES, DUES, UTILITIES OR TRUST DEEDS ARE PAID AND ARE CURRENT WITHOUT DEFAULTS; and that any future defaults on any loans, mortgages, dues, utilities or trust deeds will be reported to Property Manager within fourteen (14) business days of Owner's receipt of Notice of Default (which commences foreclosure proceedings).
- 12.8. **No Liens.** NO LIENS OF ANY TYPE (INCLUDING HOA AND OTHER SUPER PRIORITY LIENS) HAVE BEEN RECORDED AGAINST THE PROPERTY. OWNER UNDERSTANDS THAT OFFERING A PROPERTY FOR LEASE WHILE THE PROPERTY IS IN ANY FORECLOSURE PROCEEDINGS, WITHOUT WRITTEN DISCLOSURE, IS A DECEPTIVE TRADE PRACTICE PUNISHABLE BY BOTH A CIVIL FINE AND CRIMINAL PROCEEDINGS.
- 12.9. **Multiple Listing Service and Other Similar Services.** No Multiple Listing Service or Association of REALTORS® or other similar service is a party to this Agreement and no Multiple Listing Service or Association of REALTORS® or other similar service sets, controls, recommends, or suggests the amount of compensation for any service rendered according to this Agreement.
- 12.10. **Common Interest Community.** If the Property is located within a Common Interest Community ("CIC"), Owner understands and agrees that Property Manager is not involved in and has no control over the CIC. OWNER UNDERSTANDS THAT THE CIC'S DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("CC&R") MAY RESTRICT THE LEASING OF THE PROPERTY, AND IT IS OWNER'S SOLE RESPONSIBILITY TO DETERMINE WHETHER THE PROPERTY IS SO AFFECTED. Property Manager assumes no liability for any costs associated with a Tenant's move-out. Property Manager assumes no liability for understanding or complying with the CC&Rs, and has no responsibility for any future amendments or additions to the CC&Rs. Owner remains solely responsible for assessments, violations, and fines/fees payable to the CIC and agrees to reimburse Property Manager for any such assessments, fines, or fees which Property Manager may pay on Owner's behalf. Any subsequent and separate notice which identifies Property Manager as Owner's property manager will not affect the terms of this Section.
- 12.11. **Full and Continuing Disclosure Obligation.** Owner has disclosed to Property Manager all material information regarding each Property and the conditions thereof and all information supplied by the Owner in connection with the Property is dependable, accurate and complete. Without limitation to the above, Owner shall promptly notify Property Manager in writing in the event it becomes aware of any information which contradicts either the representations or warranties set forth in this Agreement or other information disclosed by Owner

on its behalf to Property Manager, or which is material to the condition of the Property or to the fulfillment of Property Manager's obligations hereunder.

Owner acknowledges and agrees that it is its sole responsibility to monitor the accuracy of the information, including their contact information, on the Platform. Owner shall notify Property Manager immediately of any error or discrepancy. If Owner fails to inform Property Manager of an error or discrepancy within thirty (30) days of the information being posted to the Platform, the information will be considered accurate.

- 12.12. **Method of Communication.** Owner acknowledges and agrees that it shall communicate with Property Manager exclusively through the Platform by submitting a traceable and manageable ticket, except as otherwise required under Section 19.3. Owner understands that Property Manager does not monitor any inbound emails, text messages, or any other similar medium.
- 12.13. **Waiver.** Owner releases and waives the right to bring any claims against Property Manager for any losses suffered in connection with its failure to comply with this Section.

13. **FINANCIAL AND OTHER REPORTS.**

- 13.1. **Full Disclosure.** Owner has disclosed to Property Manager all material information regarding each Property and the conditions thereof and all information supplied by the Owner in connection with the Property is dependable, accurate and complete. Without limitation to the above, Owner shall promptly notify Property Manager in writing in the event it becomes aware of any information which contradicts either the representations or warranties set forth in this Agreement or other information disclosed by Owner on its behalf to Property Manager, or which is material to the condition of the Property or to the fulfillment of Property Manager's obligations hereunder.
- 13.2. **Necessary Information.** Owner acknowledges and agrees that before Property Manager can disburse any sums to Owner, Owner agrees to provide to Property Manager all legal details and documents necessary to comply with tax laws and regulations, including: (a) Driver License and Social Security Number; (b) complete W-9 form or W-8 BEN form; and, (c) certification issued by the Owner's banking institution confirming that the Owner is the legal owner of the bank account provided to Property Manager for disbursement of the Net Proceeds, to be provided every time Owner requests to change the bank account which is to receive the Net Proceeds. Property Manager will hold in Trust Account all sums and will not disburse any Net Proceeds to Owner absent the documents required by this Section, and a current email and/or Platform contact for Owner. Owner is responsible for providing up to date contact information via the Platform.
- 13.3. **Reports.** Property Manager shall, on a mutually acceptable schedule, furnish Owner with: (a) monthly statements of cash receipts and disbursements from the

management of the Property; and (b) any other reports as agreed by both Parties. Owner agrees that such reports will be sent digitally through the Platform.

- 13.4. **Foreign Investments In Real Property Tax Act (FIRPTA).** According to the Internal Revenue Code 44, Section 1441 (the “**Foreign Investments In Real Property Tax Act**” or “**FIRPTA**”), the deduction of a withholding tax on all fixed or determinable gross income shall be required for any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions provided thereunder. If Owner is a non-resident alien individual, fiduciary, foreign partnership, or foreign corporation, Property Manager will require a written statement under FIRPTA and Owner represents and acknowledges it is responsible for all necessary US regulatory reporting.

14. **CONFIDENTIALITY AND NON-SOLICITATION.**

- 14.1. **Confidentiality.** During the Term of this Agreement, and at all times thereafter, Owner shall not release or otherwise disseminate or publicize any information, terms and/or conditions of this Agreement or as it relates to the Property Manager’s business and business strategies. Owner shall hold all such information in strict confidence. Neither Party shall make any public announcement concerning this Agreement, any performance hereunder, or any other comment about the other, without the advance approval, in writing, of the non-publishing Party, provided that, however, a Party may still issue a press release without the consent of the other if such press release is necessary to comply with applicable laws or required by Court Order.
- 14.2. **Non-Solicitation.** Owner, and its affiliates, successors, assignees, etc. (if applicable), acknowledges and agrees that during the Term of this Agreement and for a period of two (2) years following its termination or expiration, it shall not, directly or indirectly: (i) hire or solicit any employee, agent, broker, contractor or consultant of the Property Manager or entity set forth in the Property Manager Addendum (“**Home365 Members**”) or encourage any Home365 Member to legally separate from Property Manager or stop providing contracted services to the Property Manager; or (ii) solicit, encourage, or otherwise interfere with any actual or prospective vendor, supplier or customer of Property Manager.
- 14.3. **Material Part of Agreement.** This Section is a material part of this Agreement.
- 14.4. **Reasonable Restrictions.** Owner, and its affiliates, successors, assignees, etc. (if applicable), acknowledges that the restrictions and covenants contained herein are reasonable and necessary in order for Property Manager to maintain its Confidential Information and goodwill, and in order to protect its interests and rights in its business and its relationship with its customers. Owner, and its affiliates, successors, assignees, etc. (if applicable), further acknowledges that such restrictions will not create an undue hardship thereon.

15. **TERM.** The initial term of this Agreement shall be for a period of one (1) year (“**Initial Term**”) commencing on the Effective Date. This Agreement shall be automatically renewed for a period of one (1) year (each a “**Renewal Term**”), unless this Agreement is terminated as provided in Section 16 herein.

16. **TERMINATION.**

16.1. **Termination by Owner.**

(a) **Agreement Modifications.** In the event Owner does not agree to any modifications to this Agreement, or to an updated version of this Agreement, including the OneRate Addendum or Fee Schedule, Owner may terminate this Agreement by providing written notice of termination within thirty (30) days of Property Manager’s notice of such modifications. Failure to notify Property Manager of objections or desire to terminate in writing constitutes approval of Agreement Modifications by Owner. Property Manager reserves the right to waive the modification(s) as it or they apply to Owner until further notice, in which case the notice of termination shall be considered withdrawn and the modification shall not apply to Owner until Property Manager notifies Owner otherwise. A notice of a modification by Property Manager which requires Owner’s written consent is not effective until Owner’s consent is obtained, and shall not give rise to a right of termination by Owner. Owner shall have no right of termination to this Section in the event Owner has agreed to the modification or updated Agreement (including OneRate Addendum, Fee Schedule or Adjustment Notice). The Owner will not incur a Termination Fee.

(b) **Due to Property Sale.** This Agreement shall automatically terminate upon the sale of the Property subject to payment of applicable Fees as per Section 16.7.

(c) **Without Cause.** This Agreement may be terminated by Owner with respect to a Property or all Properties of Owner without cause upon thirty (30) days’ prior written notice, subject to payment of applicable Fees as per Section 16.7.

16.2. **Termination by Property Manager.**

(a) **With Cause.** This Agreement may be terminated by Property Manager for violation of Agreement or law, regulation, rule, or the like. Property Manager reserves the right to terminate this Agreement with thirty (30) days written notice if Owner is found in violation of the Agreement. This Agreement may also be terminated by Property Manager if Owner is found in violation of any local, state, or federal laws or regulations that may create a liability to Owner, impact the goodwill or public reputation of Property Manager, or otherwise endanger Property Manager in any way. The Owner will incur a Termination Fee and Material Transfer Fee.

- (b) **Without Cause.** This Agreement may be terminated by Property Manager with respect to a Property or all Properties of Owner for any reason upon thirty (30) days' prior written notice to Owner. The Owner will not incur a Termination Fee.
- 16.3. **Notice of Termination by Owner.** In addition to the requirements set forth in Section 19.3, all Notices of Termination by Owner shall be submitted via the Platform. Owner can submit such notice by clicking on "Account" followed by clicking on "End Management" or similar prompt as made available on the Platform.
- 16.4. **Net Proceeds.** During the period between notice of termination and effective termination Owner acknowledges that Property Manager shall have the right to vary the frequency of distribution of Net Proceeds as outlined in Section 6.4.
- (a) **Effective Termination.** This Agreement shall be considered terminated on the thirty-first (31st) day following the date that the Notice of Termination was sent from either Party via the Platform unless an alternative period is agreed to in writing by the Parties.
- 16.5. **Effects of Termination.**
- (a) **General.** Upon and following termination or expiration of this Agreement: (i) Owner shall pay all amounts owed to Property Manager pursuant to this Agreement in connection with the Property, which shall become immediately payable and due, via certified funds; (ii) All amounts which Property Manager is entitled to retain, deduct or pay to or reimburse itself may be so retained and paid to Property Manager; (iii) Owner shall promptly furnish to Property Manager all information requested by Property Manager as Property Manager determines necessary to fulfill its legal and contractual obligations; (iv) Property Manager will distribute the Owner Trust Account and Tenant Security Deposit Trust Account funds in accordance with this Agreement and applicable laws; (v) Owner will retain access and use of the Platform for a maximum of ninety (90) days; and (vi) Property Manager shall make available Offboarding (defined below) services as provided herein.
- (b) **Offboarding Services.** Upon termination or expiration of this Agreement, Property Manager shall provide Owner, or its designate, with documents (ledgers, contact details, lease agreements), instructions on obtaining Property keys, and shall reasonably cooperate and coordinate (at Owner's sole expense) with Owner in transitioning management of the Property ("**Offboarding**"). Offboarding does not and shall **not** include: notifying tenants of the change in management, walking or inspecting the Property, or auditing or reviewing historical numbers or projects. Such activities are to be completed solely by Owner.
- (c) **Owner Responsible for Payments.** Upon notice of termination of this Agreement, Owner shall assume the obligations of any contract or

outstanding costs incurred by Property Manager under this Agreement for and on behalf of Owner, if such cost was incurred by Property Manager in accordance with the Plan or as otherwise approved by Owner. Property Manager may withhold funds for up to thirty (30) days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred, but not yet invoiced and to close accounts. Property Manager, after paying all debts of the Property as per this Agreement, shall deliver to Owner, within thirty (30) days after the termination date, any monies due Owner and/or Security Deposits, or both, which were held by the Property Manager with respect to the Property. Owner's access to the Platform will be retained for ninety (90) days for Owner to access any financial or other information of the Property. After expiration of such period, Owner will no longer have access to the Platform. In addition, Owner shall indemnify Property Manager against any obligations or liabilities which Property Manager may have properly incurred on Owner's behalf under this Agreement.

(d) **Leasing Fee Survives.** In addition to the amounts specified in subparagraph 16.6(a), if Owner terminates this Agreement before the termination date set forth above, or before the Property is leased, and within thirty (30) calendar days of the termination the Property is leased to anyone with whom the Property Manager has had negotiations or to whom the Property was shown prior to the termination, Property Manager shall be paid the Leasing Fee and referral commission set forth above.

16.6. **Termination Fees.** Owner shall pay Property Manager the following amounts in connection with each Property for which this Agreement is terminated or expired:

(a) **Material Transfer Fees.** In connection with termination or expiration of this Agreement, Property Manager will provide Offboarding services and Owner shall pay the material transfer fee set forth in the Fee Schedule ("**Material Transfer Fee**") with respect to each Property for which material is provided.

(b) **Termination Fee.** Where identified in this Section, Owner agrees to pay a fee for terminating the Agreement ("**Termination Fee**") as set forth in the Fee Schedule.

16.7. **Survival.** Any and all outstanding obligations or rights accrued shall survive the termination or expiration of this Agreement.

17. **DISCLAIMER; LIMITATION OF LIABILITY.**

17.1. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND ANY INFORMATION AND MATERIAL PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT ARE PROVIDED "AS IS", WITHOUT ANY WARRANTY, GUARANTEE OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, ALL OF WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

17.2. SPECIFIC DISCLAIMERS AND LIMITATIONS OF LIABILITY.

- (a) PROPERTY MANAGER MAKES NO WARRANTY AND ASSUMES NO LIABILITY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPENSES, COSTS, DAMAGE, OR LOSS OF ANY KIND, ARISING, RESULTING FROM, OR RELATING TO:
 - (i). ACT OR OMISSION (INCLUDING, WITHOUT LIMITATION, ANY DEFAULT) BY THE TENANT OR SUBTENANTS, THE OWNER, ANY PREVIOUS OR OTHER TENANTS, OWNERS OR BROKERS.
 - (ii). FOR THE CONDITION OR STATE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY VIOLATIONS OF ENVIRONMENTAL OR OTHER REGULATIONS, WHETHER KNOWN PRIOR TO OR THAT BECOME KNOWN DURING THE TERM.
 - (iii). ANY SUCH REGULATORY VIOLATIONS OR HAZARDS DISCOVERED BY PROPERTY MANAGER SHALL BE BROUGHT TO THE ATTENTION OF OWNER, AND OWNER SHALL PROMPTLY CURE THEM.
 - (iv). PROPERTY MANAGER SHALL NOT BE LIABLE IN THE EVENT OF BANKRUPTCY OR FAILURE OF THE DEPOSITORY BANK WHERE OWNER'S FUNDS ARE DEPOSITED.
 - (v). CYBERATTACKS, PHISHING ATTACKS, OR SECURITY ATTACKS OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY SUCH ATTACK RESULTING IN THEFT OF OWNER INFORMATION AND/OR FUNDS.
- (b) WITHOUT LIMITATION TO THE FOREGOING, OWNER ACKNOWLEDGES AND AGREES THAT ANY ADVICE OR INFORMATION GIVEN BY PROPERTY MANAGER IS NOT LEGAL, ACCOUNTING, TAX, OR PROFESSIONAL ADVICE OF ANY NATURE. OWNER ACKNOWLEDGES THAT HE/SHE/THEY/IT RESERVE THE RIGHT TO RETAIN AND PAY FOR PROFESSIONALS OF HIS/HER/THEIR/ITS CHOICE FOR SUCH ADVICE UPON WHICH HE/SHE/THEY/IT SHOULD RELY.

17.3. GENERAL LIMITATIONS ON LIABILITY.

- (a) EXCEPT AS OTHERWISE PROVIDED FOR AND/OR RESTRICTED BY LAW OR APPLICABLE REGULATION OR WHERE SUCH CLAIMS ARISE FROM PROPERTY MANAGER'S INTENTIONAL MISCONDUCT AND/OR GROSS NEGLIGENCE, OWNER ACKNOWLEDGES AND AGREES THAT NEITHER PROPERTY MANAGER, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, DIRECT OR INDIRECT INTEREST HOLDERS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "PROPERTY MANAGER GROUP") SHALL BE LIABLE FOR ANY LIABILITY, LOSS, COST, DAMAGE, EXPENSE, TAX, PREMIUM, ASSESSMENT,

VIOLATION, SUIT, CLAIM OR DESTRUCTION OF ANY NATURE ARISING OUT OF THIS AGREEMENT AND/OR OTHERWISE RELATING TO THE PROPERTY.

- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NO MEMBER OF THE PROPERTY MANAGER GROUP SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXPECTANCY, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, OR EMOTIONAL DISTRESS.
- (c) THE MAXIMUM AGGREGATE LIABILITY OF THE PROPERTY MANAGER GROUP ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT SHALL NOT, IN ANY CIRCUMSTANCE OR FOR ANY REASON, EXCEED THE FEES ACTUALLY PAID BY OWNER TO PROPERTY MANAGER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM LESS ANY AMOUNTS OWED BY OWNER TO PROPERTY MANAGER.
- (d) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY CONTAINED IN THIS SECTION ARE MATERIAL TO THIS AGREEMENT AND A “BASIS OF THE BARGAIN” AND SHALL APPLY REGARDLESS OF (I) WHETHER THE DAMAGE OR LOSS WAS FORESEEABLE OR ANY MEMBER OF THE PROPERTY MANAGER WAS ARE OR GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS; OR (II) THE TYPE OF CAUSE OF ACTION OR OTHER THEORY OF THE CLAIM (WHETHER BASED ON TORT, CONTRACT, OR OTHERWISE).

18. INDEMNIFICATION.

- 18.1. **Indemnity.** Owner shall indemnify, defend, and hold harmless Property Manager, its parent, subsidiaries and Affiliates, and its/their respective officers, managers, members, directors, agents, employees, representatives, successors and assigns (collectively, “**Property Manager’s Indemnitees**”), from and against all claims, whether in tort or contract, demands, actions, liabilities, fees, suits, causes of action, damages, penalties, recoveries and deficiencies, costs and expenses (including, without limitation, reasonable attorney’s fees) (collectively, “**Losses**”) in connection with the Properties, including without limitation Losses: (a) Incurred or suffered by a Property Manager Indemnitee or resulting or arising from a claim or allegation brought by a third party against a Property Manager Indemnitee in connection with any of the Properties, including, without limitation, for damages claimed to be occurred for, in, on, or about any of the Properties not due to the Property Manager’s gross negligence or intentional misconduct; (b) relating to a Property’s violation or alleged violation of any laws or regulations, including but not limited to environmental protection, labor, fair employment, fair credit reporting, rent control, fair housing, illegal discrimination based on race, sex, color, religion, national origin, physical handicap, familial status, elderliness and/or any other protected class, property or premises liability, taxes or any matter for which Owner is required to have insurance under this Agreement; or (c) arising from Property Manager’s breach of this Agreement,

negligence or misconduct, or breach of applicable law, or in the event that any representation or warranty provided by Owner hereunder, or information provided by Owner, is not accurate.

- 18.2. **Notice of Claims; Terms.** Promptly after receipt by Property Manager of written notice of the commencement of any such claim, demand, action, suit or proceeding (each an **“Claim Action”**) which is the subject of Owner’s indemnification obligations hereunder, Property Manager or Property Manager’s Indemnitee shall notify the Owner of same, in writing. Any failure to provide such written notice shall only relieve the Owner of its indemnification obligations hereunder to the extent it has been materially prejudiced by such failure. Owner shall have the right to select and retain attorneys (reasonably acceptable to Property Manager or Property Manager’s Indemnitee) to assert or negotiate, and the right to control, the defense and any settlement of the action, to the extent of the Owner’s corresponding indemnification and defense obligations, except that under no circumstances shall the Owner enter into any settlement that involves an admission of liability, negligence or other culpability by the Property Manager or the Property Manager’s Indemnitee, or that requires the Property Manager to contribute to the settlement, or that will substantially increase Property Manager’s insurance premium, or bring its reputation into disrepute. Without limiting the Owner’s foregoing right to select and retain attorneys and to have sole control of the defense and settlement of such Claim Action, Property Manager or Property Manager’s Indemnitees may, at their own expense, participate in the defense of, or otherwise consult with counsel of its own choice in connection with, an Action that is the subject of the Owner’s indemnification and defense obligations.

19. MISCELLANEOUS.

- 19.1. **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the Parties to this Agreement is intended to be exclusive of any other right or remedy, each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either Party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided herein, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement, and as available under applicable law, to the Parties hereto may be exercised from time to time and as often as may be deemed appropriate by each Party.
- 19.2. **Force Majeure.** Other than obligations to pay the amounts due, and under Section 14, neither Party shall be liable for any delay or failure to perform any

obligation caused by fire, flood, act of God, extreme weather, act of government, an act or omission of civil or military authority of a state, electrical outages, network failures, strike, lockout or other labor problem, failure of subcontractors, licensors, service providers, or suppliers, or by war, war-like conditions, terrorism, riot, looting, explosion, embargo or civil disturbance, insurrection, breakdown, mass illness, outbreaks, pandemics, shut-downs, lock-downs, government instructions not open or go to businesses or place of work or other restrictions, any government-declared disaster, emergency or force-majeure or other instances outside of the reasonable control of the non-performing Party (each of the above, collectively, "**Force Majeure**" or "**Force Majeure Event**").

- 19.3. **Notices.** Any notice, demand, or communication required or permitted to be given by any provision of this Agreement, or is given in connection with this Agreement, shall be in writing, and shall be deemed to have been delivered on the date received and sufficiently given or served if (a) sent by overnight courier; (b) mailed by certified first-class mail, postage prepaid, return receipt requested; (c) in the case of notices to Owner sent by e-mail to the email address listed on the Signature Page; or (d) in the case of notices to Property Manager, sent from the Portal or via the URL listed below or otherwise provide by Owner for such purpose. The Parties agree that all such notices shall be delivered to the addresses specified below, or in the Signature Page, provided that any Party may change its address by giving written notice to the other Parties to that effect as follows:

If to Owner(s):
See Signature Page.

If to Property Manager:
Home365
3080 S. Durango Drive, Suite 205, Las Vegas, NV 89117
www.home.365.co/help

A written notice shall be effective on the date that such notice is sent, mailed, or faxed, whichever is sooner. No objection shall be made by any Party as to the manner of delivery of any notice if actual receipt is acknowledged in writing by an authorized agent of the opposing Party. In addition, Owner shall submit all notices via the Platform and in accordance with the options presented by the Platform.

- 19.4. **Binding Arbitration.** The Parties agree to submit all disputes arising out of the Agreement to binding arbitration, administered by the American Arbitration Association ("**AAA**") under its Commercial Arbitration Rules and Mediation Procedures, unless otherwise agreed by both Parties. AAA will have sole jurisdiction over any dispute between the Parties to this Agreement, including

determining the scope of the arbitrator's authority and the enforceability or application of this Section. Each Party will equally bear its own arbitration costs. The Parties acknowledge and agree that such arbitration is final and binding on the Parties; the Parties hereby waive their right to seek remedies in court, including the right to a jury trial; pre-arbitration discovery shall generally be more limited than and different from court proceedings; and the arbitrator's award is not required to include factual findings or legal reasoning. Any Party's right to appeal or seek a modification of rulings by the arbitrators is strictly limited by Law. The seat or place of arbitration shall be Las Vegas, Nevada and conducted in the English language.

- 19.5. **Governing Law; Venue.** This Agreement shall be construed in accordance with the law of the State in which the Property is situated without regard to any choice of law rules. Any action relating to or arising out of this Agreement shall be brought only in a court of competent jurisdiction located in such State. *See also Section 19.6.*
- 19.6. **Waiver of Right to Jury Trial, Class Actions.** Both Parties hereto knowingly, voluntarily, and intentionally waive to the extent permitted by law, the right to a trial by jury in any action brought against either Party in connection with this Agreement. The Parties further knowingly, voluntarily, and intentionally waive to the extent permitted by law, the right to bring a class action lawsuit against the other in connection with this Agreement.
- 19.7. **Headings.** All headings and subheadings are only for convenience and ease of reference and are irrelevant to the construction or interpretation of any provision of this Agreement.
- 19.8. **Interpretation.** No provision of this Agreement shall be interpreted for or against either Party because that Party's representative drafted this Agreement in whole or in part.
- 19.9. **Advice of Counsel.** Each Party represents and warrants that he/she/they/it has had the opportunity to confer with counsel of choice; that he/she/they/it fully understands the provisions, and that he/she/they/it have been fully informed as to his/her/their/its rights and obligations under this Agreement and relevant laws.
- 19.10. **Waiver, Modification, and Amendment.** This Agreement and any addendums or schedules thereto, including, without limitation, the OneRate Addendum (as applicable), and ancillary documents part and parcel to the above, may be modified from time to time by Property Manager, upon thirty (30) days written notice to Owner through the Platform or the email address Owner has provided. Such modifications shall come into effect upon the completion of such thirty (30) day period. In the event Owner does not agree to such modifications, Owner may terminate this Agreement pursuant to Section 16. This Agreement (as amended) expresses the entire understanding concerning the subject matter hereof and

supersedes and terminates any prior oral or written agreements between the Parties concerning the subject matter hereof. Waiver of any terms or conditions of the Agreements by any Party shall not be construed as a waiver of any subsequent breach or failure of the same Term or condition or a waiver of any other term or condition of any Agreement. The failure of any Party at any time to require performance by any other Party of any provision of an Agreement shall not affect the right of any such Party to require future performance of such provision or any other provision of such Agreement.

- 19.11. **Assignment.** Neither this Agreement, nor any rights, duties or obligations hereunder may be assigned, transferred, or delegated by Owner without the prior written approval of Property Manager, which approval may be withheld in the sole and absolute discretion of Property Manager. Property Manager may assign, transfer or delegate this Agreement, and its obligations, duties and rights hereunder, without restriction. Any assignment, transfer or delegation in violation of this Section shall be deemed null and void.
- 19.12. **Severability.** If any provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such provision or portion thereof shall be null and void with the remainder of this Agreement remaining valid and enforceable.
- 19.13. **Binding Effect.** This Agreement shall be binding and inure to the benefit of the Parties and their respective successors and assigns.
- 19.14. **Complete Agreement.** This Agreement, including Addendums, constitutes the entire Agreement between the Parties and supersedes and replaces any and all previous agreements entered into and/or negotiated between the Parties.
- 19.15. **No Waiver.** The failure by any Party to insist upon the strict performance of, or to seek remedy of, any one of the terms or conditions of this Agreement or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such item shall continue and remain in full force and effect. All rights or remedies of the Parties specified in this Agreement and all other rights or remedies that they may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other right or remedy of the Parties.
- 19.16. **Publicity.** Neither Party shall make any public announcement concerning this Agreement without the advance approval of the other Party. Notwithstanding the preceding, if the Parties are unable to agree on a mutually acceptable announcement, a Party may nevertheless issue a press release if counsel advises that such release is necessary to comply with applicable securities or similar laws.
- 19.17. **Signatures.** This Agreement may be signed by the Parties manually or digitally – via facsimile, via electronic signature or via electronic mail (including pdf or any



electronic signature complying with the U.S. Federal E-SIGN Act of 2000, e.g., www.docusign.com), or via a drop-down menu or similar online mechanism where Owner will be asked to accept the condition that is modified by affirming its consent by clicking “I agree” or some similar mechanism. This Agreement may be signed on more than one copy, which, when taken together, each signed copy shall be read as one complete form, and such signature shall be accepted as an original.