



SPECIAL STIPULATIONS

1. **Tenant Placement Guarantee:** Kojia Property Solutions, LLC offers six-month rental guarantee for tenants we place under a 12-month lease. If the tenant defaults on rent payments or vacates the property within the first six months, we will find a replacement tenant at no additional charge to the owner. This guarantee applies only to tenants screened and placed directly by Kojia Property Solutions and does not cover lease terminations due to property related issues, owner actions, or force majeure events.
 - a. **Leasing Fee:** As stated in Item 5a on page 2 KPS charges a leasing fee equal to one month's rent or another amount as agreed upon in the management agreement, when a new tenant moves into the premises, regardless of how the tenant was procured.
2. The owner will supply KPS with a valid ID, a W9 form, and a completed ACH form to specify where monthly proceeds should be deposited.
3. The owner must maintain the property in a habitable condition, ensuring all utilities remain connected when the home is vacant.
4. The owner has no knowledge of any lead-based paint or lead-based paint hazards present in the properties.
5. Monthly proceeds are distributed on the 10th of each month via ACH. If the 10th falls on the weekend or holiday, payment will be issued the next business day. It can take 3 days for proceeds to post.
6. KPS¹ believes in performing preventative routine maintenance on homes to prevent major repair issues. The owner will receive advance notification of costs and approval is necessary.
7. All properties are inspected once per year unless otherwise specified. Typically, 60-90 days prior to lease renewal. Each inspection is \$100.00 per occurrence.
8. **Security Deposit:** The contract outlines who shall retain possession of the security deposit. Funds collected by and held in an escrow account at Bank of America (BOA).

¹ KPS= Kojia Property Solutions, LLC



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- a. **Pet Fees:** KPS will distribute all monthly pet fees along with rental payments, when applicable.
9. For owners with multiple properties under management, maintenance reserve funds will be collected over a three-month period until each property maintains a \$300.00 credit balance. If the owner prefers a different reserve amount or a one-time collection, this can be arranged upon request.
10. If the owner has multiple properties under management, the owner authorizes KPS to transfer funds between properties as needed to cover outstanding expenses or to resolve any negative balances.
11. This stipulation applies only to TURNKEY services and not routine maintenance requests. Owners may use their own contractors; however, if KPS oversees the work, a 15% turnkey fee will be applied to the total cost of the project (job).
 - a. If the owner has chosen to use their own preferred contractor for repairs, KPS will honor that preference. However, in the event of an emergency or if the preferred contractor is unavailable or unresponsive, KPS reserves the right to engage one of its own contractors to address the issue promptly.
12. KPS keeps 50% of late fees collected.
 - a. KPS keeps 100% of administrative fees collected.
13. KPS charges a 25% lease renewal fee for 12-month leases. For 24-month leases, KPS will charge a flat \$150.00 administration fee for the non-renewal year.
14. KPS charges a one-time in-take fee of \$300.00 per unit for assuming management of an already occupied property. This fee is due immediately.
15. KPS charges a \$45.00 monthly fee for managing vacant units. The vacancy management fee only applies after a tenant has moved out and KPS is no longer collecting a standard monthly management fee.



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16. **Portable Equipment Rental:** KPS offers portable air conditioning units and fan blowers for rent at \$35.00 per unit, per day. This optional service is available in emergency situations.
17. If KPS is asked to manage utilities for vacant units, the owner will be solely responsible for paying any necessary deposits and set up fees to the utility companies. KPS will then make monthly payments for the services used, using the owner's funds. KPS will apply a one-time administrative fee of \$25.00 for each utility activation. Alternatively, the owner may choose to establish utilities in their own name.
18. The property listed below is included in this management agreement:
- a. Property address is listed on the contract
19. KPS will hire a third-party vendor, Self & Associates, to process dispossessory filings. Fees are as follows and are subject to change.
- a. Dispo Single \$200.00
 - b. Each additional occupant \$35.00
 - c. Writ \$65.00
 - d. Court Appearance \$200.00 default, JOP Consent \$250.00 Trials \$350.00
 - e. Set outs \$398 first hour (min. charge), \$199.00 each additional half hour, \$50.00 per lock change, \$75.00 per lockbox.
20. KPS requests that the Owner grant us the first right of refusal when selling the property. At that time, we will agree on a commission percentage. If the Owner chooses to work with another company, KPS will require a one-month management fee upon the sale of the property. No additional fees will be charged to the Owner, provided a 60-day written notice is given.
21. **Termination:** Either party may terminate this Agreement at any time with a 60-day written notice to the other party, for any or no reason, subject to the stipulations outlined below:
- a. **Early Termination During Initial Lease-Up Period**
Koja Property Solutions (KPS) will make best efforts to secure a qualified tenant within 60 days of this agreement. Either party may cancel this agreement at any time during this initial 60-day lease-up period, provided that no tenant has yet been placed. Such cancellation shall be without penalty to either party.



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b. Early Termination After Tenant Placement – By Owner

Once a tenant has been placed under this agreement, if the Owner chooses to terminate prior to the expiration date for any reason, the Owner agrees to pay an early termination fee of \$500.00 per property.

c. Early Termination After Tenant Placement – By KPS

If KPS determines that continued management of the property is no longer feasible or in the best interest of either party after a tenant has been placed, KPS may terminate this agreement by providing the Owner with thirty (30) days' written notice. In such event, KPS shall not be entitled to an early termination fee, and Owner shall assume all future management responsibilities effective upon termination.

d. Deliverables: In the event of termination, KPS shall complete all services and deliverables in progress at the time of termination in accordance with the terms of the agreement.

22. KPS will not transfer the owner's Lease Management Agreement without obtaining written consent from the owner.

23. Insurance – Additional Insured:

a. KPS is designated as an additional insurer on the tenants' insurance policies to act as an intermediary between the tenant and the insurance company, managing all claims on the owner's behalf. Any funds obtained from insurance claims will be sent directly to the owner. If the owner wishes to change the additional insured designation to themselves, KPS will comply with this request.

b. For Owners:

Owner agrees to maintain adequate landlord or homeowner insurance coverage on the property at all times during this Agreement. Such policy shall name **Koja Property Solutions, LLC** as an *Additional Insured* for purposes of liability protection. Proof of coverage shall be provided to Manager upon execution of this Agreement and upon any renewal or change of policy. Failure to maintain required coverage may result in suspension of management services or termination of this Agreement.

[Click here to find out Why We Require "Additional Insured"](#)



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Owner's Signature

Date

Broker/Affiliated Licensee

Date

DO NOT COPY



SPECIAL STIPULATIONS

Fee Allocation Addendum to Property Management Agreement

This Fee Allocation Addendum (“Addendum”) is incorporated into and made part of the Property Management Agreement (“Agreement”) between Owner and Kojia Property Solutions, LLC (“Management”).

The purpose of this Addendum is to clearly define the allocation of fees and additional rent collected from Tenant.

1. **Definition of Additional Rent**

For enforcement purposes under the Lease Agreement, certain charges may be designated as “Additional Rent.” This classification allows such charges to be enforced as rent under Georgia law, including but not limited to dispossessory proceedings.

2. **Owner Entitlement**

Owner shall receive all rent collected from Tenant, including charges designated as “Additional Rent,” except as otherwise stated in this Addendum.

3. **Management Fees Retained by Kojia Property Solutions**

The following fees, when collected, shall be retained by Management as compensation for services rendered:

- Non-refundable administrative fees
- Maintenance coordination fees
- Repair coordination fees
- Inspection fees (virtual or in-person)
- Returned payment fees (if designated as a management fee in the Agreement)
- Any other fees specifically identified in the Agreement as payable to Management

These fees are compensation for time, oversight, vendor coordination, compliance handling, and administrative processing.

4. **Lease Violation Fees**

Unless otherwise stated in writing, lease violation fees collected from Tenant shall be disbursed to Owner and are not retained by Management.



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5. Late Fees

Late payment fees shall be disbursed in accordance with the Management Agreement selection. If no selection is made, late fees shall belong to Owner.

6. Repair Costs

Actual costs of tenant-caused repairs are payable to Owner. Any administrative or coordination fee associated with arranging such repairs shall be retained by Management if designated as a management fee.

7. No Conflict

This Addendum clarifies revenue allocation only and does not modify the enforcement classification of "Additional Rent" under the Lease Agreement.

All other terms of the Property Management Agreement remain unchanged.

Owner's Signature

Date

Broker/Affiliated Licensee Signature

Date