

Dayton Realty LLC Broker Service Agreement

The Dayton Realty LLC Broker Service Agreement (BSA) is a comprehensive contract between Dayton Realty and the Customer for real estate brokerage services. This agreement covers properties in specified Transaction States and outlines the roles, responsibilities, and terms of service for both parties. The BSA is designed to ensure compliance with state regulations while providing valuable oversight and support for property management activities.

 **by Dayton LLC**



Parties and Property Details

Customer

The property owner or manager who enters into the agreement with Dayton Realty LLC.

Broker of Record

Dayton Realty LLC, a licensed real estate firm, and Dayton Parkinson, its individually licensed real estate broker.

Property

The real property owned or managed by the Customer in the specified Transaction State(s).



Compliance Service Options

Broker Oversight

Upfront Fee: \$250.00

Monthly Fee: \$250.00

Provides compliance oversight services for management-related activities without initiating license affiliation.

Registered Firm

Upfront Fee: \$500.00

Monthly Fee: \$500.00

Initiates license affiliation process with the regulatory agency, acting as the registered broker of record.

Term and Fees

1

Commencement

The BSA begins on the effective date and expires on the same month and day of the following year.

2

Upfront Fee

Non-refundable fee paid per Property prior to final execution of the BSA.

3

Monthly Fee

Due on the 1st of every month, with partial initial months prorated based on a 30-day month.

4

Renewal

Subject to a separate, written agreement and Dayton Realty fee.





Compliance Oversight and Responsibilities

1

Scope of Services

Limited to the specified Property, property management activities, and activities referenced in licensing laws and rules.

2

Customer Cooperation

Customer must cooperate with Dayton Realty to achieve legally compliant activities and promptly provide requested information.

3

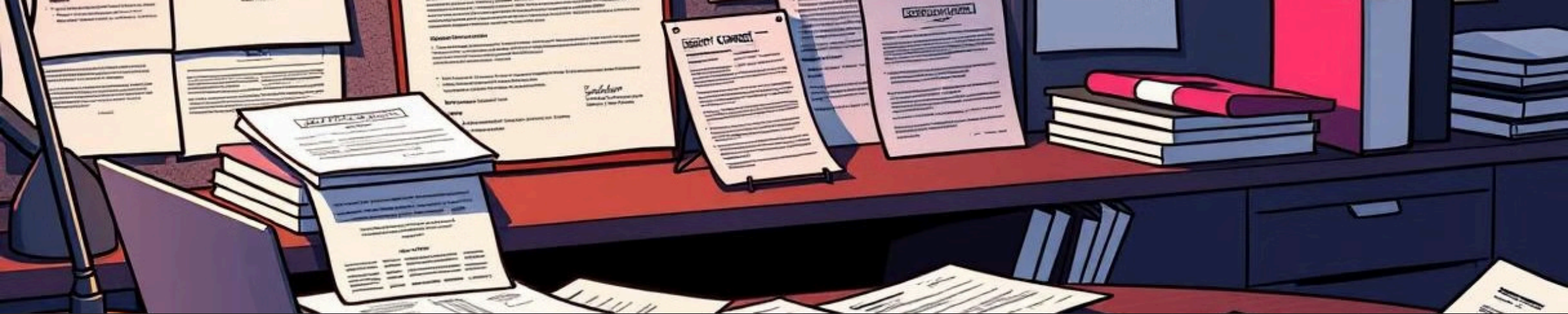
Trust Funds

Dayton Realty does not maintain trust or escrow accounts. Customer is fully responsible for all trust funds and their management.

4

Marketing and Advertising

All materials must identify Dayton Realty as the broker of record and conform to Transaction State laws.



Legal and Regulatory Matters

1

Compliance

Customer agrees to comply with all federal, state, and local laws, regulations, and ordinances.

2

Fair Housing

Customer shall not discriminate against any legally protected or unprotected class.

3

Regulatory Cooperation

Both parties agree to cooperate with all regulatory matters pertaining to the BSA.

4

Indemnification

Customer agrees to defend, indemnify, and hold Dayton Realty harmless from third-party claims.



Dispute Resolution and Termination

Arbitration

Claims and disputes resolved through Brief arbitration

Governing Law

Laws of the Transaction State

Cancellation

30-day written notice by either party

Attorneys' Fees

Prevailing party entitled to reasonable fees

Additional Terms and Conditions



Assignment

BSA cannot be assigned without written consent of both parties.



Insurance

Customer must obtain \$1,000,000 professional liability insurance naming Dayton Realty as additional insured.



Time Sensitivity

Time is of the essence for all aspects of the agreement.



Severability

If any provision is unenforceable, only that provision is eliminated without affecting the rest of the BSA.