



PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into as of the date of the last signature hereto and by and between **ZULUSCAPE, LLC**, an Indiana limited liability company whose principal office address is 11521 Fishers Drive, Fishers, IN, 46038 (hereafter called “Agent”), and _____, hereafter called (“Owner”).

Owner is the fee simple owner of the below identified residential rental units located within the development known as Crossroads New Haven, situated in New Haven, Allen County, Indiana (collectively, the “Property”).

Owner acknowledges that the homeowners association for Crossroads New Haven has engaged Agent as the exclusive property manager for all residential rental units within the development. Accordingly, all leasing and property management services for the Property shall be performed solely by Agent under this Agreement.

Property: [List the specific unit numbers, building addresses, or legal descriptions:]

- _____
- _____
- _____

Owner desires to engage Agent to lease and manage the Property, and Manager accepts such engagement upon the terms and conditions set forth in this Agreement.

IT IS AGREED BETWEEN THE PARTIES THAT:

1. **Engagement of Agent; Scope of Authority.** Owner hereby employs Agent as exclusive agent to lease, operate, and manage the Property, and Agent accepts such engagement on the terms of this Agreement.
 - a. **Exclusive Engagement.** During the Term (defined below), Owner shall not engage any other person or entity to lease or manage any part of the Property without Agent’s prior written consent.
 - b. **Authority of Agent.** Agent is authorized to take actions customarily incident to residential property management for comparable properties, including: (i) advertising and showing the Property; (ii) screening applicants under Owner-approved criteria; (iii) executing leases, renewals, addenda, and related occupancy documents on Owner’s behalf; (iv) collecting rents and other amounts due; (v) issuing notices and demands and coordinating eviction actions with counsel (at Owner’s expense); (vi) arranging for repairs, services, and maintenance as provided in this Agreement; and (vii) purchasing ordinary operating supplies and services for the Property.
 - c. **Compliance with Development Rules.** Agent shall perform services in a manner consistent with the development’s governing documents and rules then in effect.

2. **Compliance with Laws; Fair Housing.** Owner agrees Property will be offered on the open market in accordance with all Federal and State Laws, including, but not limited to, the Fair Housing Act (42 U.S.C. 3604), and that no tenant or prospective tenant shall be discriminated against on the basis of race, color, national origin, religion, sex, familial status, or disability. Owner shall not direct Agent to take any action that would violate such laws. If Agent reasonably believes an instruction would result in noncompliance, Agent may decline to follow it and will promptly notify Owner of the basis for that determination.
3. **Marketing and Listing Services.** Agent shall provide the following services in connection with the marketing and listing of Owner's Property (and Owner hereby authorizes Agent to do the same):
 - a. Advertise Owner's Property in local newspapers and/or business journals, websites, or list services at Agent's discretion.
 - b. Contact personnel departments and local corporations, hospitals, schools, and other institutions to advise of the availability of Property for lease.
 - c. Notify local Realtors and licensed real estate agents that the Property is available for lease, including by listing the Property for lease on a Multiple Listing Service (MLS);
 - d. Enter information about the Property into the PropertyLinx database and such other online real estate or rental websites and databases as Agent determines appropriate for additional market exposure.

Ordinary marketing and listing activities conducted under this Section 3 are included in Agent's services under this Agreement; however, any enhanced or premium advertising specifically requested by Owner shall be charged to Owner's account if approved by Owner in writing.

4. **Advertising Expenses and Approvals.** Agent shall have the exclusive authority to approve and control all advertising and marketing expenses incurred in locating and approving suitable tenants for Owner's Property. Ordinary advertising expenses approved by Agent shall be paid by Agent as part of its services under this Agreement.

If Owner requests additional or enhanced advertising (including premium online placements, print features, or targeted marketing beyond Agent's standard program), the costs of such advertising shall be charged to Owner's account with Agent if approved by Owner in writing (email sufficient).

5. **Tenant Applications and Screening Criteria.** All prospective tenants shall be required to complete a written lease application. Upon receipt of a completed application, Agent shall verify the applicant's employment, income, rental history, credit history, references, and criminal background (as permitted by law). Based on this review, Agent may approve or deny the applicant in accordance with the screening criteria set forth below and applicable law.
 - a. All applicants must meet the following minimum standards to qualify for occupancy of the Property:
 1. A credit score of 600 or higher is the base-line criterion. Exceptions may be approved in writing by Owner, provided that any exceptions are applied uniformly and in compliance with fair-housing requirements.
 2. Applicant must have verifiable gross monthly income at least three (3) times the monthly rent.

3. Prior rental history must be obtained and evaluated; satisfactory payment performance and care of premises are required.
 4. Applicant must have a satisfactory criminal background consistent with applicable law and Owner's written screening policies. No blanket prohibitions will apply.
 - b. Agent shall perform all screening activities in compliance with federal, state, and local fair-housing laws and consumer-reporting requirements.
 - c. Application fees, if charged, shall be paid to Agent and used to offset screening costs and are non-refundable except as required by law.
6. **Inspections; Move-In and Move-Out Procedures.** After execution of the lease and prior to Tenant's occupancy, Agent shall complete a Move-In Report documenting the condition of the Property. Any items identified as needing repair or replacement to place the Property in good condition for the commencement of the lease shall be Owner's responsibility, and Agent is authorized to coordinate such repairs as provided elsewhere in this Agreement.

Agent shall conduct an entrance inspection prior to the start of each tenancy and an exit inspection upon the termination of each tenancy. Based on these inspections, Agent shall determine, in its reasonable discretion, any Tenant responsibility for damages or deficiencies beyond ordinary wear and tear, and shall notify the Tenant and apply security deposits in accordance with applicable law.

Agent shall maintain copies of Move-In and Move-Out inspection reports, photos, and related correspondence in the Tenant's file for the period required by law.

7. **Term; Fees; Termination.**

- a. **Term.** This Agreement shall commence on the date of the last signature hereto (the "Effective Date"). The term of this Agreement (the "Term") shall continue until the later of (i) one (1) year from the Effective Date or (ii) the expiration or earlier termination of the latest lease of the Property or any of the individual rental units then in effect. Each time a new lease is entered into for any rental unit, the Term of this Agreement shall automatically be extended through the expiration or earlier termination of that lease, unless this Agreement is earlier terminated as provided herein.
- b. **Exclusive Leasing Authority.** During the Term, Agent shall have the exclusive authority to enter into leases for the Property on behalf of Owner.
- c. **Compensation.**
 1. **Lease Fee.** For each new lease executed for any rental unit, Owner shall pay Agent a Lease Fee equal to sixty-five (65%) of the first full month's rent under such Lease, prorated for any lease shorter than twelve (12) months. *Crossroads New Haven will pay for the Leasing Fee for the 1st tenant placed.
 2. **Lease Renewal Fee.** For each lease renewal, Owner shall pay Agent a lease renewal fee of five hundred dollars (\$500).
 3. **Monthly Management Fee.** Agent shall receive a Monthly Management Fee equal to ten percent (6%) of gross receipts collected for the Property, plus fifty percent (50%) of all late fees collected.
 4. **Lock-Change Fee.** If Agent retains management of a Property following a sale or if a rental unit becomes vacant for re-leasing, a lock-change fee of one hundred ninety-nine dollars (\$199) (or Agent's then-current rate) shall be charged to Owner.
- d. **Sale of Property.** This Agreement shall automatically terminate as to any rental unit sold by Owner effective upon closing of such sale. If the Property was listed for sale at the time this Agreement was executed, no termination fee shall apply. If the Property was not listed for

- sale when this Agreement was entered into, Owner shall pay Agent the greater of (i) five hundred dollars (\$500) or (ii) the sum of the Monthly Management Fees that would have accrued for the remainder of the then-current lease term but for Owner's sale of the Property.
- e. **Termination by Owner Without Cause.** Owner may terminate this Agreement at any time without cause by providing Agent thirty (30) days' written notice and paying Agent the greater of (i) five hundred dollars (\$500) or (ii) the sum of the Monthly Management Fees that would have accrued through the then-current lease term but for Owner's termination.
 - f. **Termination for Breach.** Either party may terminate this Agreement for material breach by the other party upon fifteen (15) days' written notice specifying the breach and providing an opportunity to cure within such period.
 - g. **Effect of Termination.** Upon termination, Agent shall deliver to Owner all tenant files, keys, and funds belonging to Owner, less amounts then owed to Agent under this Agreement, and shall cooperate reasonably with Owner or any successor manager to ensure an orderly transition.

8. Insurance.

- a. **Liability Coverage.** Owner shall maintain liability insurance for the Property with limits of not less than \$1,000,000 per occurrence and medical-payments coverage of not less than \$10,000 per person. Agent and its members, managers, directors, officers, and employees shall be named as additional insureds on Owner's liability policy. Owner shall furnish Agent a current certificate of insurance and, upon request, copies of applicable endorsements. Owner's liability policy shall provide that the coverage afforded to Agent is primary and noncontributory with respect to any insurance maintained by Agent. Owner shall provide updated certificates of insurance annually and upon Agent's request.
- b. **Property Coverage.** Owner shall, at its own expense, maintain property insurance for the Property, including fire and extended-coverage perils (vandalism, malicious mischief, and "all-risk" protection) on all dwellings and improvements. Owner is responsible for consulting with its insurance agent regarding appropriate coverages and limits.
- c. **Waiver and Release.** To the extent of any recovery available under Owner's insurance, Owner waives and releases any claims it may have against Agent for damage to the Property or its contents. Owner's insurers shall waive any rights of subrogation against Agent to the extent permitted by law.
- d. **Cooperation.** Owner shall provide all documents and records reasonably requested by Agent and cooperate with Agent in matters relating to this Agreement.

9. Indemnification; Defense; Limitation.

- a. **Owner's Indemnity.** To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless Agent and Agent's members, managers, directors, officers, employees, attorneys, and agents (together, the "Agent Parties") from and against all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising out of or relating to: (i) the ownership, condition, maintenance, use, leasing, or operation of the Property; (ii) Agent's performance of services authorized by this Agreement; (iii) any breach of this Agreement by Owner; or (iv) any act or omission of Owner, Owner's contractors, vendors, or tenants; except to the extent any Claim is finally determined to have resulted from the gross negligence or willful misconduct of an Agent Party.

- b. **Defense.** If any Claim is made or lawsuit filed against Agent arising out of or relating to the Property or this Agreement—including without limitation any claim by a tenant or other occupant—Agent may defend itself through counsel of its own choosing. Owner shall promptly reimburse Agent for all reasonable attorneys' fees, costs, and expenses incurred in such defense, unless and only to the extent the Claim is finally determined to have resulted from Agent's gross negligence or willful misconduct. No settlement that imposes obligations on any Agent Party or fails to include a full release of the Agent Parties may be made without Agent's prior written consent (not to be unreasonably withheld).
 - c. **Release to Extent of Insurance.** Consistent with Paragraph 8, and to the extent of any insurance proceeds available to Owner, Owner releases the Agent Parties from Claims for damage to the Property or its contents. Nothing in this Paragraph 9 limits Owner's rights against its insurers.
 - d. **Third-Party Work Not Performed by Agent.** If Owner engages any contractor, vendor, or professional not retained by Agent under this Agreement (each, a "Third-Party Contractor"), Agent shall have no duty to select, supervise, direct, inspect, monitor, warrant, or ensure the performance of any Third-Party Contractor and no responsibility for their acts, omissions, delays, defects, or charges. Any site visits, status checks, or scheduling assistance by Agent with respect to a Third-Party Contractor are courtesies only and do not create any duty of supervision or inspection. Owner is solely responsible for (i) selection and payment of Third-Party Contractors; (ii) scope, quality, and timing of their work; and (iii) compliance with law. Owner shall indemnify, defend, and hold harmless Agent from and against Claims arising out of or related to any work, services, or materials provided by a Third-Party Contractor, except to the extent finally determined to have resulted from Agent's gross negligence or willful misconduct.
 - e. **Limitation of Liability.** To the fullest extent permitted by law, the aggregate liability of Agent and the Agent Parties for any and all Claims arising out of or relating to this Agreement, the management of the Property, or the performance or nonperformance of services hereunder shall not exceed the total management fees actually paid to Agent during the twelve (12) months immediately preceding the event giving rise to such Claim. In no event shall Agent or any Agent Party be liable for any indirect, special, consequential, exemplary, or punitive damages, including lost profits, loss of use, diminution in value, or loss of goodwill, even if advised of the possibility of such damages. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.
 - f. **Survival.** This Section 9 survives termination of this Agreement.
10. **Services.** Agent will perform the following services in connection with the management of Owner's Property:
- a. **Routine Maintenance.** Agent will coordinate and supervise routine maintenance and repair work for the Property. Costs for such work will be allocated as provided in Paragraph 10(b).
 - b. **Authority for Repairs; Maintenance Reserve.** Agent may authorize and complete individual maintenance or repair items costing up to \$500 without prior Owner approval, consistent with any lease of the Property. Owner's approval is required for any maintenance or repair exceeding \$500, except in an emergency or extraordinary situation, or if Owner cannot be reached after reasonable efforts. In those cases, Agent is expressly authorized to proceed with the necessary work and will notify Owner promptly. Agent will maintain a

\$500 maintenance reserve per Property, funded from rents collected by Agent and replenished from those rents as needed. All costs of maintenance and repair work, including emergency repairs and replenishment of the maintenance reserve, shall be charged to Owner's account and paid from rents collected or directly by Owner if necessary.

- c. **Additional Services at Owner's Request.** The following services are outside the scope of routine maintenance and will be performed only upon Owner's written request or written authorization. All such services are at Owner's additional expense, and charges are subject to change by the service provider:
 - i. For any vacant Property, either winterize the Property or keep utilities active from October through March; provide lawn care April through September; ensure utilities are active April through September; and have heating and cooling systems cleaned and inspected annually.
 - ii. Have septic tanks pumped as needed.
 - iii. Have fireplaces inspected and cleaned annually.
 - iv. Conduct interior and exterior inspections twice per year at a cost of \$99.00 per inspection (pricing subject to change).
- d. **Condition of Property.** All appliances, equipment, and mechanical systems must be in good working order. Items that cannot be reasonably repaired may be replaced in accordance with Paragraph 10(b).
- e. **Carpet Cleaning.** All carpets must be professionally cleaned, at owner's expense, prior to Tenant occupancy.
- f. **Make-Ready Condition.** Before marketing or Tenant occupancy, the interior and exterior of the Property must be clean and in good order, rooms properly painted, and all repairs and maintenance completed.
- g. **Mortgage Status.** Any mortgage on the Property must be current and in good standing when this Agreement is executed and must remain current throughout the term of this Agreement.
- h. **Security Deposit.** Agent will hold Tenant's security (damage) deposit and disburse it in accordance with applicable law and the lease.

All costs, fees, and charges incurred under this Paragraph 10—including maintenance, repairs, inspections, and reserve replenishments—shall be at Owner's expense and charged to Owner's account, to be paid from rents collected by Agent or directly by Owner if necessary.

- 11. **Agent's Construction and Maintenance Services.** Agent (and/or its members or affiliates) operates a construction business holding a general contractor's license in Marion County, Indiana. Owner acknowledges and agrees that Agent, through such business or affiliates, may perform maintenance, repair, or improvement work on the Property.
 - a. **Quotes and Approval.** For any maintenance or repair work expected to exceed \$500, Agent will provide Owner with a written quote or invoice before commencing work, except in emergencies as described in Paragraph 10(b).
 - b. **Right to Subcontract.** Agent may, in its sole discretion, subcontract any portion of the work to qualified third-party vendors or contractors of its choosing. Agent shall remain responsible for the coordination and general quality of such work but shall not be liable for any

contractor's negligence, defective workmanship, or delays beyond Agent's reasonable control.

- c. **Supervisory Premium.** Owner acknowledges that any quote or invoice from Agent may include a management or supervisory premium reflecting Agent's oversight, coordination, and risk of responsibility for the work performed, and such premium is a reasonable part of the fee structure under this Agreement.
- d. **Warranty and Limitation.** Except for any warranties expressly provided in writing by the performing contractor, Agent makes no independent warranty regarding materials or workmanship and shall have no further obligation beyond coordinating completion of the work in a commercially reasonable manner.
- e. **Payment.** All costs for maintenance, repair, or construction services performed by Agent or its subcontractors shall be charged to Owner's account as provided in Paragraph 10.

12. **Collection and Handling of Funds.** Agent shall collect all lease payments and other sums due from tenants as they become payable under the leases. All such funds shall be deposited into Agent's designated trust or operating account and held for the benefit of Owner in accordance with applicable law and this Agreement.

- a. **Authorized Withdrawals.** Owner expressly authorizes Agent to deduct and disburse from Owner's account, without additional notice, all amounts due to Agent under this Agreement—including management fees, leasing or renewal fees, authorized maintenance and repair costs, reimbursement of expenses advanced by Agent, and replenishment of required reserves.
- b. **Owner's Operating Reserve.** Owner shall maintain with Agent a minimum operating reserve of \$500 per Property (or such greater amount as Agent may reasonably require from time to time upon notice to Owner) to cover ordinary expenses. If funds on hand are insufficient to pay current or upcoming obligations, Owner shall promptly remit the needed balance within five (5) days of Agent's request.
- c. **Disbursement to Owner.** Agent shall remit to Owner the net balance of funds held for Owner, after payment of authorized expenses and replenishment of reserves, no later than fifteen (15) days after the end of each calendar month or on such other schedule as Agent may reasonably establish.
- d. **No Duty to Advance or Pay Owner's Debts.** Agent shall have no obligation to advance its own funds for any expense of the Property or to pay any taxes, insurance premiums, assessments, association dues, or mortgage payments unless specifically agreed in writing by Agent.
- e. **Accountings.** Agent shall make available to Owner, through electronic portal or other written statement, a monthly accounting of receipts and disbursements for the Property. Unless Owner provides written objection within thirty (30) days of transmission, each such statement shall be deemed approved and binding on Owner.
- f. **Non-Segregated Accounts; Interest.** Funds may be held in a pooled account with other owners' funds, provided Agent maintains accurate ledgers identifying each Owner's balance. Any interest earned on pooled funds shall belong to Agent as additional compensation.

- g. **Hold Harmless.** Agent shall not be liable for any loss of funds due to bank failure, error, or restriction, provided Agent exercised ordinary care and deposited the funds in a federally insured institution.

13. **Sale to Tenant or Related Party.** If, during the Term of this Agreement or any lease of the Property managed by Agent, or within six (6) months after the later of (i) termination of this Agreement or (ii) termination or expiration of a tenant's lease, the Property or any interest in it is sold, conveyed, or otherwise transferred to any tenant, occupant, or prospective tenant introduced or shown the Property by Agent, Owner shall pay Agent a sales commission equal to five percent (5%) of the gross sales price at closing.

- a. **Definition of Tenant.** For purposes of this Section, "tenant" includes any individual or entity (and its affiliates, family members, or business associates) that (i) entered into or applied for a lease of the Property through Agent, or (ii) was otherwise introduced to the Property by Agent during the Term.
- b. **Payment Timing.** The commission shall be earned upon execution of a binding purchase agreement between Owner (or its affiliate) and the tenant or related purchaser, and payable in full at closing from the seller's proceeds.
- c. **Survival and Evidence.** Agent's right to this commission survives termination of this Agreement and may be established by any written communication, showing, listing record, or other evidence demonstrating that the purchaser was introduced or procured by Agent.
- d. **Brokerage Relationship.** Nothing in this Section obligates Agent to provide separate brokerage or listing services in connection with a sale unless the parties enter into a written listing agreement; however, Agent's commission under this Section shall be due regardless of whether Agent serves as the listing or selling broker in the transaction.
- e. **Failure to Pay.** If Owner fails to pay the commission when due, Agent shall be entitled to recover such amount together with its reasonable attorney's fees, costs, and interest at the rate of 1.5% per month (18% per year) until paid.

14. **Successors; No Assignment; Assumption; Change of Control.**

- a. **Binding Effect.** This Agreement is binding upon and inures to the benefit of Agent and Owner and their permitted successors and assigns.
- b. **No Assignment Without Consent.** Owner shall not assign, delegate, or otherwise transfer this Agreement, any management rights, or Agent's engagement—whether by contract, operation of law, merger, or transfer of equity that results in a change of control—without Agent's prior written consent. Any attempted assignment or transfer without consent is void.
- c. **Transfer of the Property.** A sale, conveyance, or other transfer of the Property does not automatically terminate this Agreement; however, Agent shall have the sole discretion to determine whether this Agreement will (i) continue in effect with the transferee as Owner (subject to execution of an Assignment and Assumption Agreement satisfactory to Agent) or (ii) terminate as of the closing date. In all cases, Owner shall (i) provide Agent at least ten (10) days' prior written notice of the proposed transfer and anticipated closing date, and (ii) cause the transferee, if Agent so elects, to execute an Assignment and Assumption

Agreement in a form acceptable to Agent, under which the transferee assumes all Owner obligations accruing from and after closing. If Agent elects to terminate this Agreement in connection with such transfer, Owner shall pay Agent the termination compensation set forth in Paragraph 7(d) (Sale of Property). Such amount shall be due and payable at closing from Owner's sale proceeds and is in addition to any other sums then owing to Agent under this Agreement. Agent's rights to payment under this Paragraph and under Paragraph 13 shall survive any transfer or termination.

- d. **No Release Until Assumption and Payment.** Owner remains jointly and severally liable with the transferee for all obligations under this Agreement that accrue through the date Agent receives (i) the fully executed Assignment and Assumption Agreement and (ii) payment of all amounts then due to Agent.
- e. **Right to Suspend.** If a transfer occurs (or is imminent) without timely execution of the required assumption, without required reserves on deposit, or while amounts remain unpaid, Agent may suspend non-statutory services until the default is cured. Suspension does not waive any right or remedy.
- f. **Survival.** Owner's obligations regarding indemnification/defense (Section 9), fees and costs (Sections 7, 12, 13), insurance (Section 8), records cooperation, and dispute resolution (Section 15) survive any transfer or termination.
- g. **No Third-Party Beneficiaries.** Except for the Agent Parties as defined in Section 9, there are no third-party beneficiaries to this Agreement.

15. Governing Law; Venue; Fees; Remedies.

- a. **Governing Law.** This Agreement is governed by the laws of the State of Indiana, without regard to conflict-of-law principles.
- b. **Exclusive Venue – Commercial Court (Hamilton County).** The parties agree that the exclusive venue for any claim, demand, action, or proceeding arising out of, relating to, or in connection with this Agreement, the management of the Property, or the parties' relationship shall be the Commercial Court in Hamilton County, Indiana. If, for any reason, the Commercial Court is unavailable or declines jurisdiction, venue shall lie exclusively in the state courts of Hamilton County, Indiana; if federal jurisdiction is mandatory, then in the United States District Court for the Southern District of Indiana, Indianapolis Division. Each party consents to personal jurisdiction in such courts and waives any objection to venue or forum non conveniens.
- c. **Agent's Fees and Costs.** Owner shall pay and reimburse Agent for all reasonable attorneys' fees and costs incurred by Agent in prosecuting, defending, enforcing, preserving, or otherwise addressing any claim, demand, dispute, audit, inquiry, collection effort, or proceeding arising out of, relating to, or in connection with (i) this Agreement, (ii) the management of the Property, (iii) amounts due to Agent, or (iv) the parties' relationship—whether before suit, in litigation, on appeal, in arbitration or mediation, in bankruptcy, or in post-judgment or collection proceedings. "Fees and costs" include, without limitation, attorneys' and paralegals' time, law-clerk time, expert and consultant fees, mediator/arbitrator fees, court costs, e-discovery and hosting vendors, deposition and transcript costs, travel, service and subpoena fees, and collection agency charges. This subsection applies regardless of who initiates the matter and whether or not a lawsuit is filed.

- d. **Interest on Late Amounts.** Any sum owed to Agent and not paid when due shall accrue interest at 1.5% per month (18% per year) or the maximum rate permitted by law, from the due date until paid.
 - e. **Equitable Relief.** Agent may seek injunctive and other equitable relief to prevent or remedy interference with its management rights, misappropriation of confidential information, or impairment of the collection and control of funds, in addition to all legal remedies.
 - f. **Entire Agreement; Modification.** This Agreement is the entire understanding between the parties regarding its subject matter and may be modified only by a written instrument signed by both parties.
 - g. **Severability.** If any provision is unenforceable, it shall be modified to the minimum extent necessary to be enforceable; the remainder remains in full force and effect.
 - h. **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts; electronic and facsimile signatures are deemed originals.
16. **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by U.S. Mail (postage prepaid), or emailed to the addresses below (or to such other address a party later designates in writing). Owner consents to receive all communications and tax forms (including IRS Form 1099) electronically at the email address provided to Agent. Delivery to that email address shall be effective when sent. Owner is responsible for keeping contact information current.

TO AGENT: ZULUSCAPE LLC
 11521 Fishers Drive
 Fishers, IN 46038

TO OWNER: _____

17. **Coordination with Homeowners Association.** Owner acknowledges that the homeowners association for Crossroads New Haven has engaged Agent as the exclusive property manager for all residential rental units within the development. Agent is authorized to act in coordination with the association and its board or management on matters affecting the Property, including compliance with the association's governing documents, rules, and policies. Owner shall comply with all association requirements and directives communicated by Agent and shall timely provide any documents, fees, or deposits required by the association. If any conflict arises between this Agreement and the association's rules, Agent's obligations shall be limited to those consistent with the association's governing documents and applicable law.
18. **Owner's Special Instructions to Agent.** Owner may provide Agent with specific business terms or instructions regarding the leasing and management of the Property as set forth below. These special instructions supplement—but do not limit—Agent's authority and discretion under this Agreement. If any instruction conflicts with applicable law, the association's governing documents, or Agent's management obligations, Agent may decline to follow it and shall promptly notify Owner.

RENTAL PRICE: _____

SHOWING INSTRUCTIONS: _____

LEASE RESTRICTIONS: _____

(Additional instructions, if any, may be attached on a separate page labeled "Exhibit A – Owner's Special Instructions.")

IN WITNESS WHEREOF, the parties hereto have executed this Property Management Agreement as of the dates set forth below. Each individual signing on behalf of a party represents and warrants that they are duly authorized to do so and that this Agreement constitutes a binding obligation of that party.

OWNER:

Name: _____

Signature: _____

Date: _____

OWNER:

Name: _____

Signature: _____

Date: _____

Owner's Address: _____

Owner's Telephone Number: _____

Owner's Cell Phone Number: _____

Owner's Email Address: _____

Owner's SS# or EIN Number: _____

TO RECEIVE PROCEEDS BY ACH:

Bank Name: _____

Name on Account: _____

Bank Routing Number: _____

Bank Account Number: _____

PLEASE CALL YOUR BANK AND CONFIRM ACH ROUTING NUMBER. SOME BANKS HAVE DIFFERENT ROUTING NUMBERS FOR ACH PAYMENTS