

TENANT PLACEMENT & LEASING SERVICES AGREEMENT

(Leasing Only — Owner Signs the Lease and Self-Manages; Tenant Pays Owner Directly)

This Tenant Placement & Leasing Services Agreement (this “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between **Family Owned Property Management, LLC**, a South Carolina licensed real estate brokerage, by and through its Broker-in-Charge / Property-Manager-in-Charge, **Nataliya Matejka** (“Agent,” “Broker,” or “FOPM”), and _____ (Owner’s name exactly as it appears on the deed) (“Owner”). Agent and Owner are each a “Party” and together the “Parties.” Agent is engaged for leasing and tenant-placement services only and does not manage the Property.

LEASING SERVICES ONLY — NOT PROPERTY MANAGEMENT. AGENT IS RETAINED SOLELY TO MARKET THE PROPERTY, SHOW IT, SCREEN AND RECOMMEND APPLICANTS, AND FACILITATE A LEASE THAT OWNER SIGNS DIRECTLY WITH THE TENANT. THE TENANT PAYS ALL FUNDS DIRECTLY TO OWNER. UPON TURNOVER, OWNER SELF-MANAGES THE PROPERTY AND TENANCY. AGENT DOES NOT COLLECT OR HOLD ANY FUNDS, SIGN THE LEASE, HOLD THE SECURITY DEPOSIT, PERFORM MAINTENANCE, OR ACT FOR OWNER AFTER THE TURNOVER DATE.

PROCURING CAUSE / PROTECTION PERIOD: IF ANY TENANT INTRODUCED BY AGENT ENTERS INTO A LEASE FOR THE PROPERTY, OR PURCHASES THE PROPERTY, WITHIN TWELVE (12) MONTHS AFTER THAT TENANT’S INTRODUCTION, OWNER SHALL PAY AGENT THE COMPENSATION STATED IN SECTION 11. THIS OBLIGATION SURVIVES TERMINATION.

1. PARTIES AND AUTHORITY TO SIGN

- a. **Owner.** Owner is the lawful owner of the Property and/or the duly authorized representative of the entity that owns it. Owner’s name is stated above exactly as it appears on the deed. If Owner is an entity, the person signing represents and warrants that he or she is authorized to bind the entity and shall state his or her title below. If there is more than one Owner, each is bound as provided in Section 23.
- b. **Agent.** Agent is licensed as a real estate brokerage under the laws of South Carolina. The Broker-in-Charge / Property-Manager-in-Charge named above supervises this engagement.
- c. **Landlord of record.** Owner — not Agent — is the landlord/lessor under any lease, signs the lease directly with the tenant, and receives all tenant funds directly. Agent acts only as Owner’s limited leasing agent to procure and place a tenant. This Agreement is in writing and signed by the Parties.

2. PROPERTY

Agent is engaged to market and lease the residential real property located at _____, in the County of _____, South Carolina (the “Property”). Rent to be advertised: \$_____ per month (or as Owner directs in writing). The named County fixes venue for any dispute under this Agreement.

3. SCOPE OF ENGAGEMENT — LEASING AND TENANT PLACEMENT ONLY

Owner grants Agent the exclusive right, during the Listing Period, to perform the following limited leasing services, and no others:

- advertise, market, and list the Property, including placement with cooperating agents and services, and display “For Rent” signage where permitted;
- show the Property to prospective tenants and respond to inquiries;
- receive and process applications and screen applicants under Section 6, recommending to Owner only applicants who meet the preset criteria;

- present a lease for the approved applicant and coordinate its execution — which Owner signs directly with the tenant (Section 8); and
- introduce and turn over the approved tenant to Owner for self-management (Section 10). The tenant pays the security deposit and first month's rent directly to Owner; Agent handles no tenant funds.

Agent's engagement is limited to the above. Agent shall not manage the Property, sign the lease, collect or hold any rent or deposit, coordinate maintenance or repairs, handle tenant relations, serve notices, or pursue evictions. Agent may, at its option, perform an initial condition inspection of the Property before occupancy.

4. LISTING PERIOD; TERM; TERMINATION

- Listing Period.** This Agreement begins on the Effective Date and continues for three (3) months, and continues thereafter on a month-to-month basis unless terminated in writing by either Party (the "Listing Period" or "Term").
- Extended marketing.** Should a tenant not be secured within the initial three (3) months, Agent will continue to market and show the Property under the same fee terms unless Owner terminates in writing.
- Termination.** Either Party may terminate this Agreement, for any reason, on ten (10) days' prior written notice. Termination does not affect Agent's earned or protected compensation under Section 11, the Early Termination / Withdrawal Reimbursement, the rights of any tenant already under lease, or the surviving Sections listed in Section 23.

5. MARKETING AND SHOWING AUTHORITY

Owner authorizes Agent to advertise the Property, install signage where permitted, use listing services and lockboxes, publish photographs and descriptions, and show the Property to prospective tenants. Owner shall provide safe access and keep the Property in showable, habitable condition during the Listing Period, and shall promptly furnish Agent accurate information about the Property, including known defects and HOA rules affecting leasing.

6. APPLICATIONS, SCREENING, AND APPROVAL

- Preset criteria.** Agent processes applications and screens applicants using its preset, lawful company criteria, which may include identity verification, credit history, income and employment verification, rental history, and criminal and eviction history to the extent permitted by applicable law. Owner may specify additional lawful criteria in writing before applications are accepted.
- Basis of screening.** Screening relies on reports from third-party consumer-reporting agencies and on information the applicant supplies. Agent does not independently audit, guarantee, or verify the truth, completeness, or accuracy of that information.
- Recommendation and Owner approval.** Agent recommends to Owner only applicants who meet the preset criteria. Owner gives final approval before any lease is offered and accepts each approved tenant at Owner's own risk. Nothing requires Agent to recommend or decline any particular applicant.
- Confidentiality of reports.** Consistent with Agent's company policy and consumer-reporting law, Agent does not share the underlying screening reports or their specific contents with Owner; Agent communicates only a qualified or not-qualified recommendation based on the preset criteria.

7. NO GUARANTEE OF TENANT PERFORMANCE; LIMITATION OF LIABILITY

AGENT IS NOT AN INSURER, GUARANTOR, OR WARRANTOR OF ANY TENANT. AGENT DOES NOT GUARANTEE ANY TENANT'S PERFORMANCE, PAYMENT, CONDUCT, HONESTY, CREDITWORTHINESS, OR SUITABILITY. SCREENING RELIES ON THIRD-PARTY REPORTS AND APPLICANT-SUPPLIED INFORMATION THAT MAY LATER PROVE INACCURATE, INCOMPLETE, FRAUDULENT, OR MISLEADING DESPITE REASONABLE EFFORTS.

AGENT IS NOT LIABLE FOR ANY LOSS, DAMAGE, UNPAID RENT, PROPERTY DAMAGE, HOLDOVER, EVICTION, LEASE BREACH, CRIMINAL OR NEGLIGENT ACT, MISREPRESENTATION BY AN APPLICANT OR TENANT, FAILURE OF A TENANT TO TAKE OCCUPANCY, OR ANY OTHER TENANT-RELATED FAILURE — WHETHER ARISING BEFORE OR AFTER TURNOVER, AND WHETHER OR NOT THE ISSUE COULD HAVE BEEN DISCOVERED IN SCREENING.

OWNER ACCEPTS EACH APPROVED TENANT AT OWNER'S OWN RISK, ASSUMES FULL RESPONSIBILITY FOR THE TENANCY UPON TURNOVER, AND IRREVOCABLY WAIVES ANY CLAIM AGAINST AGENT ARISING FROM TENANT SCREENING, TENANT SELECTION, TENANT CONDUCT, OR TENANT-RELATED LOSSES, EXCEPT TO THE EXTENT CAUSED BY AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Owner initials: _____ **Agent initials:** _____

- a. **Reasonable care only.** Agent's obligation is limited to applying its screening criteria with commercially reasonable care. Agent does not insure the tenancy and makes no representation that any tenant will pay rent, perform the lease, or care for the Property.
- b. **Post-placement.** Once a tenant is placed and the lease is executed, Agent bears no responsibility for the tenant's actions, lease violations, or any issue arising from the tenant's occupancy.
- c. **No replacement guarantee.** This Agreement includes no tenant-replacement, re-lease, or refund guarantee. If a placed tenant fails to take occupancy, defaults, or vacates, Agent has no obligation to re-market or replace the tenant except under a new written engagement and fee.
- d. **Liability cap; no indirect damages.** Agent is liable only for its own gross negligence or willful misconduct. Agent's aggregate liability under this Agreement, if any, is capped at the amount of the Leasing Fee actually paid to Agent for the tenancy at issue. Agent is not liable for indirect, incidental, consequential, special, or punitive damages, including lost rent, lost profits, or loss of use.

8. LEASE EXECUTION BY OWNER

Agent will present a lease for the Property naming Owner as landlord and the approved applicant as tenant. Owner reviews, approves, and signs the lease directly with the tenant; Agent does not sign the lease on Owner's behalf. Owner is responsible for the terms of the lease and enforces it after Turnover.

9. FEES; TENANT FUNDS PAID DIRECTLY TO OWNER; SECURITY DEPOSIT

- a. **Tenant funds direct to Owner.** The tenant pays the security deposit and first month's rent directly to Owner. Agent does not collect, receive, hold, or disburse tenant funds under this Agreement and maintains no trust or escrow account for this engagement.
- b. **Owner pays Agent.** Owner shall pay Agent, by funds payable directly to Agent: (i) a Marketing Fee of \$475.00, due upon signing this Agreement; and (ii) a Leasing Fee equal to the greater of \$1,800.00 or one (1) full month's rent, due upon signing of a lease for the Property. If any fee is not paid when due, Agent may immediately remove the Property from the market until payment is made and may pursue collection, with attorney's fees and costs.
- c. **Nonrefundable.** All fees paid to Agent are fully earned when due and are nonrefundable, regardless of the outcome of the tenancy or of Agent's efforts, given the substantial work Agent expends in marketing, showing, and screening.
- d. **Security deposit.** Owner receives the security deposit directly from the tenant and thereafter holds, accounts for, and returns it in compliance with South Carolina law. Agent has no responsibility for the security deposit at any time.
- e. **Tenant-paid administrative fees are Agent's.** Agent charges the approved applicant a pet administration fee and a lease administration fee. Agent charges and collects these fees directly from

the applicant/tenant; they are the sole property of Agent to offset Agent's processing costs, are not rent, and Owner is not entitled to and shall receive no part of them.

10. TURNOVER TO OWNER; OWNER SELF-MANAGEMENT

"Turnover" occurs when Owner and the approved tenant execute the lease and the tenant pays Owner the security deposit and first month's rent. Agent introduces the tenant to Owner and delivers the executed lease and keys or access as applicable. Consistent with Section 6(d), Agent does not deliver the underlying screening reports. From the Turnover date forward, Owner self-manages the Property and the tenancy — including rent collection, maintenance, notices, renewals, deposit accounting, and any eviction — and Agent's engagement ends except for the Sections that survive under Section 23. Owner shall not represent that Agent manages the Property after Turnover.

11. COMPENSATION

In consideration of Agent's services, Owner shall pay Agent the compensation set out in the schedule below.

Charge	Amount / Rate	When Due / Earned
Marketing Fee	\$475.00	Due upon signing this Agreement; nonrefundable
Leasing Fee	Greater of \$1,800.00 or one (1) full month's rent	Due upon signing of a lease for the Property; nonrefundable
Pet Administration Fee (tenant-paid)	\$275.00	Charged to and collected from the approved applicant by Agent; Agent's fee — Owner receives no part
Lease Administration Fee (tenant-paid)	\$350.00	Charged to and collected from the approved applicant by Agent; Agent's fee — Owner receives no part
Early Termination / Withdrawal Reimbursement	\$10.00 per day of advertising + \$150.00 per applicant screened, plus outstanding costs	If Owner withdraws or terminates within the Term

Protection Period: If any tenant introduced by Agent enters into a lease for the Property, the Leasing Fee (the greater of \$1,800.00 or one full month's rent) is earned and payable to Agent; and if any tenant introduced by Agent purchases the Property, a sale commission of 3% of the sale price is earned and payable to Agent — in either case if the lease or purchase occurs within twelve (12) months after that tenant's introduction. This obligation survives termination of this Agreement.

12. OWNER REPRESENTATIONS AND WARRANTIES

To the best of Owner's knowledge, Owner represents and warrants that:

- (i) Owner owns the Property and has authority to lease it and to enter into this Agreement;
- (ii) the Property is fit and habitable and complies with applicable housing codes and laws;
- (iii) Owner is not aware of any environmental, mold, moisture, or health-related condition affecting the Property, and there is no order to repair, remediate, or demolish;
- (iv) operating smoke and carbon-monoxide detectors are installed where applicable; and
- (v) Owner will disclose to Agent all known material defects and all information required for lawful tenant disclosures, including agency and lead-based-paint disclosures.

13. OWNER COVENANTS

Owner agrees to:

- employ Agent as Owner's exclusive leasing agent for the Property during the Term, and not authorize any other person to act as rental agent for the Property during the Term;
- cooperate with Agent and provide safe, timely access for marketing and showings, and keep the Property habitable and showable;
- pay Agent the Marketing Fee and Leasing Fee when due under Section 9;
- review, approve, sign, and honor the lease and assume the landlord's obligations under it;
- receive tenant funds directly and hold and account for the security deposit under South Carolina law;
- not negotiate or deal directly with a prospective tenant so as to circumvent Agent's compensation;
- comply with all fair-housing, disability-accommodation, and other laws affecting the Property, and not direct Agent to screen, approve, or decline in any unlawful manner; and
- not represent that Agent manages the Property or the tenancy after Turnover.

14. FAIR HOUSING

Agent markets, shows, and screens in compliance with all federal, state, and local fair-housing and disability-accommodation laws. Owner shall permit and fully cooperate with Agent's compliance and shall not direct Agent to advertise, screen, approve, or decline in any manner that violates fair-housing law or an ADA/reasonable-accommodation obligation. Any such direction, or Owner's refusal to comply, is a material breach entitling Agent to terminate this Agreement immediately.

15. INSURANCE

Owner shall carry, at Owner's expense, property and public/commercial general liability insurance covering the Property in amounts Agent may reasonably require and not less than \$300,000.00, written so as to protect Agent to the same extent it protects Owner, and shall name Agent as an additional insured. Owner shall provide a certificate of coverage on request.

16. LEAD-BASED PAINT

For any dwelling built before 1978, Owner shall furnish Agent with all lead-based-paint disclosures, records, and reports in Owner's possession and shall complete and sign the required Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards. Owner authorizes and directs Agent to provide the required lead disclosures and the pamphlet "Protect Your Family From Lead in Your Home" to the tenant, consistent with 42 U.S.C. § 4852(d).

17. INDEMNITY

To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Agent and its members, managers, officers, employees, and agents (collectively, "Agent") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, costs, and expenses (including attorney's fees and defense costs) arising out of or related to:

- (a) the acts, omissions, misrepresentations, or conduct of any tenant, occupant, guest, invitee, or unauthorized person, including property damage, criminal activity, nuisance, injury, death, fraud, nonpayment of rent, or violations of law;
- (b) Agent's screening, recommendation, approval, denial, or placement of any tenant or applicant, including reliance on information provided by applicants, consumer-reporting agencies, employers, prior landlords, or third-party screening services;
- (c) any claim that Agent failed to discover, predict, prevent, or disclose tenant behavior, financial condition, criminal history, creditworthiness, identity fraud, or future conduct, it being acknowledged

that tenant screening is inherently limited and that no screening process can guarantee the accuracy, completeness, or future reliability of applicant information;

- (d) Owner's self-management of the Property or the tenancy after Turnover, including rent collection, maintenance, notices, eviction, and security-deposit handling; and
- (e) the condition of the Property, Owner's failure to disclose, or any violation of law or lease provision caused by or attributable to Owner or any tenant.

This indemnity applies whether a claim is asserted by Owner or any third party, includes the duty to defend upon tender, does not extend to Agent's own gross negligence or willful misconduct, and survives termination of this Agreement.

18. MEDIATION, JURY-TRIAL WAIVER, AND CLASS-ACTION WAIVER

The Parties shall submit any dispute arising out of or relating to this Agreement to mediation as a condition precedent to suit. The Parties knowingly and voluntarily

(a) WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; AND

(b) AGREE THAT ANY DISPUTE WILL BE BROUGHT ONLY IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. EACH PARTY WAIVES ANY RIGHT TO BRING, JOIN, OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER.

Owner initials: _____ **Agent initials:** _____

Mediation is non-binding; any settlement the Parties sign is binding. If the class-action waiver in clause (b) is held unenforceable as to a particular claim, that claim is severed and the remainder of this Section stays in effect. This Section survives termination.

19. ATTORNEY'S FEES

In any proceeding arising out of or relating to this Agreement, the prevailing Party is entitled to recover its reasonable attorney's fees and costs.

20. FORCE MAJEURE

Agent shall not be liable for any loss, damage, delay, or failure to perform caused by events beyond Agent's reasonable control, including acts of God, fire, flood, hurricane, storm, epidemic or pandemic, public-health emergency, terrorism, war, civil unrest, labor disputes, utility or communication failures, cyber incidents, or governmental orders (each, a "Force Majeure Event"). Agent is not an insurer or guarantor against such events. Owner's insurance is intended to be the primary source of recovery for such losses, and Owner waives any claim against Agent to the extent such losses are or would be insurable under policies Owner is required or advised to maintain.

21. NOTICES AND CONTACT INFORMATION

Notices under this Agreement must be in writing and are effective when delivered personally, deposited in the U.S. Mail (certified or registered, return receipt requested), sent by nationally recognized overnight carrier, or sent by email to the addresses below. Each Party consents to electronic communication and must keep its contact information current.

AGENT / BROKER

Name / c/o: Nataliya Matejka, BIC

OWNER

Name / c/o: _____

Firm: Family Owned Property Mgmt, LLC	Firm: _____
Address: 810 Travelers Blvd, Ste C1	Address: _____
City/State/ZIP: Summerville, SC 29485	City/State/ZIP: _____
Phone: 843.419.6021	Phone: _____
Email: sales@foproperties.com	Email: _____

22. GENERAL PROVISIONS

- a. **Headings.** Section headings are for convenience only and do not affect interpretation.
- b. **No waiver.** Agent's failure to enforce any term or default is not a waiver of that or any later term or default; a waiver is effective only in a writing signed by the waiving Party.
- c. **Entire agreement.** This Agreement and its Exhibits (if any) are the full, final, and entire agreement of the Parties and supersede all prior or contemporaneous agreements, oral or written. Amendments must be in a writing signed by both Parties. Any illegal or invalid provision is severable, and the remainder stays in effect.
- d. **Time; counterparts.** Time is of the essence. This Agreement may be executed in counterparts, each an original and together one instrument.
- e. **Assignment.** Agent may assign this Agreement. Owner may not assign without Agent's prior written consent.
- f. **Joint and several.** If there is more than one Owner, each is jointly and severally liable for all Owner obligations.
- g. **Governing law and venue.** This Agreement is governed by South Carolina law, with venue in the County where the Property is located.
- h. **Electronic signatures.** The Parties consent to sign and transact electronically; electronic signatures and records are valid and enforceable.
- i. **No legal or tax advice.** Agent is a real estate brokerage, not a law firm or accounting firm, and does not provide legal or tax advice.
- j. **Survival.** The following Sections survive termination and Turnover: 7 (no guarantee / limitation of liability), 9 (nonrefundable fees; deposit), 11 (compensation and Protection Period), 17 (indemnity), 18, 19, 20, and this Section 22.

23. ADDENDA AND EXHIBITS

Any Exhibits or addenda listed below and signed or initialed by the Parties are incorporated into and made part of this Agreement; if any conflict exists, the Exhibit or addendum controls over the body of this Agreement. List any Exhibits or addenda the Parties are attaching (if none, write "None"):

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Tenant Placement & Leasing Services Agreement as of the Effective Date. This Agreement supersedes all prior written or oral agreements and may be amended only by a writing signed by both Parties.

Owner

Print name & title

Date

Email

Owner

Print name & title

Date

Email

Agent (Brokerage) by authorized agent

Date