RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

This Residential Property Management 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** ("Broker," "Agent," or "Property Manager"), and __________________________ (Owner's name exactly as it appears on the deed) ("Owner"). Broker and Owner are each a "Party" and together the "Parties." If later than the date signed, this Agreement is effective upon Broker's receipt of keys and access to the Property.

FUTURE LEASE / RENEWAL COMPENSATION (S.C. CODE § 40-57-135(J)): IF A TENANT PROCURED OR INTRODUCED TO THE PROPERTY BY BROKER RENEWS, EXTENDS, HOLDS OVER UNDER, OR ENTERS INTO A NEW LEASE FOR THE PROPERTY — WHETHER DURING THE TERM OF THIS AGREEMENT OR AFTER IT ENDS — OWNER SHALL PAY BROKER THE LEASE RENEWAL CHARGE AND ALL APPLICABLE LEASING AND MANAGEMENT COMPENSATION STATED IN THIS AGREEMENT. THIS OBLIGATION SURVIVES TERMINATION OF THIS AGREEMENT.

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 under its operating agreement, bylaws, or a resolution, and shall state his or her title below. If there is more than one Owner, each is bound as provided in Section 25.

b. **Broker.** Broker 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. **Writing requirement.** The Parties intend this Agreement to satisfy S.C. Code § 40-57-135(J), which requires a property management agreement to be in writing and signed by the authorized parties.

2. PROPERTY

Broker is engaged to manage the residential real property located at ___________________________________ (street, unit/apt, city, SC, ZIP), in the County of ________________, South Carolina (the "Property"). The following unit(s)/parcel(s) are covered: _______________________________. The following are excluded from management (e.g., adjacent parcel, detached garage, storage): _____________________________. The named County fixes venue for any dispute and the magistrate court for evictions Broker files on Owner's behalf.

3. APPOINTMENT OF AGENT; EXCLUSIVE AUTHORITY TO MANAGE

Owner appoints and retains Broker as Owner's sole and exclusive agent to advertise, rent, lease, renew, manage, operate, and collect and receipt for rents for the Property during the Term. This exclusive grant supports Broker's compensation if Owner leases or manages the Property, or permits another to do so, during the Term.

4. TERM; RENEWAL; TERMINATION; FEE PROTECTION

a. **Term.** This Agreement begins on the Effective Date and continues for one (1) year.

b. **Termination.** Either Party may terminate this Agreement, for any reason, upon thirty (30) days' prior written notice to the other. Termination does not affect the rights of tenants under then-existing leases or Broker's earned or surviving compensation.

c. **Automatic renewal.** At the end of the Term this Agreement automatically renews on a month-to-month basis on the same terms, provided that either Party may cancel this Agreement for any reason on thirty (30) days' written notice, consistent with S.C. Code § 40-57-135(J).

d. **Fee protection.** For any lease Broker procured or negotiated that runs beyond the Term, Broker continues to be compensated as stated in Section 11. See also the Future Lease / Renewal Compensation notice on the first page.

e. **Owner's duty to give early notice.** Owner shall notify Broker of any intent to terminate at least one hundred twenty (120) days before any lease ends, so that a renewal is not triggered. See Section 10.

5. AUTHORITY OF BROKER / AGENT (ALL ACTS ON BEHALF OF OWNER)

Owner grants Broker the authority to do the following in Owner's name and on Owner's behalf:

a. **Advertising and marketing.** Advertise and market the Property and place it with cooperating agents and services.

b. **Leasing.** Negotiate, prepare, execute, renew, and enforce leases and related documents.

c. **Rent and security deposits.** Collect rents and other sums; hold and handle security deposits as provided in Section 6. Broker has discretion to release deposits and to assess charges against them based on HUD normal-wear-and-tear standards.

d. **Maintenance coordination.** Order and coordinate routine and preventative maintenance and repairs that are pre-approved and pre-authorized up to $500 per single occurrence; repairs above that limit require Owner's prior approval, except that Broker may exceed the limit without prior approval for emergency repairs reasonably necessary to protect the Property from damage or to preserve habitability or services required by law or a lease.

   Pre-authorized recurring services (Owner authorizes and agrees to fund): pressure washing 1x/yr; dryer-vent cleaning 1x/yr; water-heater flush or de-scale 1x/yr; HVAC service 1x/yr; and gutter cleaning 1x/yr.

e. **Utilities and service contracts.** Contract for and coordinate utilities and service contracts as Broker deems advisable.

f. **Legal proceedings and collections.** Institute, prosecute, settle, compromise, and release actions to collect sums due and to recover possession, including evictions in Owner's name; select counsel; and incur court costs at Owner's expense.

g. **Third-party agreements.** Execute HUD and other required forms, marketing materials, and listing or service contracts on Owner's behalf without personal liability to Broker.

h. **HOA.** Communicate with any homeowners or condominium association on Owner's behalf and receive violation and other correspondence.

i. **Contractors.** Hire, discharge, supervise, and pay contractors and vendors, all of whom act on behalf of Owner and not Broker; Broker is not liable for their acts, defaults, or negligence if Broker used reasonable care in engaging them.

6. TRUST ACCOUNTS AND SECURITY DEPOSITS

All rents, security deposits, and other funds Broker holds for Owner or tenants are held in Broker's designated trust/escrow account in accordance with South Carolina Real Estate Commission rules and the South Carolina laws governing security deposits.

OWNER ACKNOWLEDGES THAT ANY INTEREST EARNED ON FUNDS HELD IN BROKER'S TRUST/ESCROW ACCOUNT BELONGS TO BROKER, AND OWNER RELINQUISHES AND WAIVES ANY CLAIM TO SUCH INTEREST.

7. OWNER RESERVE REQUIREMENT

Owner shall maintain a reserve of $1,000.00 in the account at all times. Broker may fund or replenish the reserve from rental proceeds, and Owner shall replenish any shortfall within five (5) days of Broker's request. Failure to maintain or timely replenish the reserve is a default under this Agreement.

8. RECORDS, OWNER STATEMENTS, AND TAX REPORTING

a. **Statements.** Broker keeps records of receipts and disbursements and makes an itemized Owner statement available by the 25th day of each month, delivered electronically to the address in Section 24.

b. **Tax reporting.** Broker prepares an annual income statement and issues the IRS Form 1099 as applicable. Owner consents to electronic delivery of tax documents, including the Form 1099, to the email in Section 24. A charge of $45 applies to annual accounting and 1099 processing, and $45 to reproduce a report or record after six (6) months of production.

c. **Retention.** Broker retains management records for at least five (5) years as required by S.C. Code § 40-57-135(D), after which the records may be destroyed.

9. OWNER REPRESENTATIONS AND WARRANTIES

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

(i) the Property is fit and habitable and complies with applicable housing codes and laws;

(ii) Owner is not aware of any environmental or health-related condition affecting the Property;

(iii) there is no known past or present mold or moisture problem;

(iv) the Property is not subject to any order to repair, remediate, or demolish;

(v) all mortgages, taxes, assessments, HOA dues, and insurance are paid and current and will be kept current during the Term; and

(vi) operating smoke and carbon-monoxide detectors are installed where applicable.

Owner further acknowledges Owner's independent liability under landlord-tenant law and authorizes Broker to disclose to tenants and prospective tenants all information necessary to comply with law, including agency disclosures. These representations support the indemnity in Section 20.

10. OWNER COVENANTS AND AGREEMENT TO COOPERATE

Owner agrees to:

- refer all prospective and current tenants, and all tenant communications, to Broker;
- not communicate directly with any tenant except through Broker; direct contact with a tenant entitles Broker to terminate this Agreement and to seek full compensation for the balance of the lease term;
- not enter into any other listing or management agreement for the Property during the Term;
- furnish funds when needed to keep the Property maintained and operating;
- promptly provide the insurance binder or certificate upon Broker's request;
- notify Broker of any intent to terminate at least one hundred twenty (120) days before any lease ends, to prevent an unintended renewal;

- keep the reserve funded at $1,000.00 and reimburse Broker within five (5) days when needed;
- pay all mortgages, taxes, HOA dues, and similar obligations on time — any such default is a default under this Agreement and authorizes Broker to withhold rents until Owner provides proof of compliance;
- remove all personal property from the Property or, failing that, indemnify Broker for property left behind and pay the cost of its removal; and
- not communicate directly with vendors — all vendor communication is routed through Broker unless Broker provides the connection.

11. COMPENSATION

In consideration of Broker's services, Owner shall pay Broker the compensation set out in the schedule below. The method of compensation is stated as required by S.C. Code § 40-57-135(J). Broker may deduct earned compensation from funds Broker holds for Owner.

Charge	Amount / Rate	When Charged
Set-Up / Origination Fee	Waived	One-time, at execution (new accounts)
Tenant Onboarding Fee	$350	Flat fee to transfer an in-place tenant from self-management or a prior manager
Leasing Fee	50% of one month's rent	Per new tenant lease procured by Broker; not charged on renewals
Monthly Management Fee	10% of gross rents received	Monthly
Lease Renewal Charge	$250	Each lease renewed or extended by Broker
Marketing Charge	$475 one time	Advertising and marketing expense
Vendor / Repair Coordination Charge	Waived	Coordination of vendor repairs
Capital Improvement / Project Management Fee	15% of project cost	Projects with Owner's written authorization
Sale to Tenant Commission	2% of sales price	If tenant purchases and Broker holds a valid SC real estate license
Collections Charge	Waived by Broker (third-party collection agency fees billed at cost)	Administrative handling of delinquent tenant accounts
Technology Fee	Waived	Management technology and/or smart-lock service
Annual Accounting Charge	$45	Annual income statement and 1099 processing
Report / Record Reproduction	$45	Reproducing a 1099 or statement after six (6) months of production
Inspection Fees	$125 each	Move-in, periodic, and move-out inspections
Utility Concierge	Included in services	Connecting / transferring utilities during turnover
Lock / Smart-Lock Placement	$625	Placement of Broker-approved locks
Home-Warranty Coordination	$95 per claim	If Owner supplies a home warranty to be used
Mail Forwarding	At cost (postage)	Receiving and forwarding Owner mail after Owner vacates
After-Hours Maintenance Admin Charge	Included in services	Administration of after-hours maintenance calls
Storm-Prep / Vacant-Visit Charge	$45 per visit	Visiting a vacant property or before / after a storm or inclement weather

Charge	Amount / Rate	When Charged
Termination / Record-Retention Fee	$350	Final accounting and record retention at termination

Pricing is subject to change upon thirty (30) days' written notice to Owner, except the Leasing Fee and the Monthly Management Fee, which are fixed for the Term. If Owner does not accept a change, Owner's sole remedy is to terminate this Agreement on the notice provided in Section 4.

12. TENANT CHARGES — OWNER WAIVER

Application fees, administrative fees, technology fees, late charges, returned-payment (NSF) charges, and similar charges Broker bills to tenants are the sole property of Broker to offset the cost of enforcing the corresponding provisions. Owner waives any claim to these charges. They are not "rents" owed to Owner and are not included in the monthly Owner statement.

13. SERVICES OUTSIDE THE SCOPE OF GENERAL PROPERTY MANAGEMENT

General property management does not include, and Broker is separately compensated for, services such as major renovations and construction supervision, litigation and eviction support beyond routine matters, insurance-claim management, and refinance or sale coordination. Out-of-scope work is performed only if separately agreed and is billed at $75 per hour or a flat rate agreed in writing by the Parties.

14. INSURANCE

Owner shall maintain, at Owner's expense, property insurance and commercial general liability insurance of not less than $1,000,000 covering the Property, and shall name Broker as an additional insured (coverage and defense), not merely an additional interest. Owner shall provide proof of coverage on request. If Owner fails to maintain valid coverage, Broker may place a master or forced-placed policy protecting Broker's interest and charge the cost to Owner; such a policy protects Broker's interest only and is not a substitute for Owner's coverage.

15. FAIR HOUSING

Owner shall comply with all federal, state, and local fair-housing and disability-accommodation laws, and shall permit and fully cooperate with Broker's compliance without interference. Owner shall not direct Broker to advertise, screen, rent, or deny 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 Broker to terminate this Agreement immediately.

16. BROKER DISCLAIMERS/ TENANT SCREENING.

a. Broker screens prospective tenants using commercially reasonable criteria and one or more third-party consumer-reporting, credit, criminal-background, eviction-history, and income-verification services, applied consistently and in compliance with fair-housing law. Broker does not warrant or guarantee the accuracy or completeness of information supplied by an applicant or by any screening vendor, an applicant's identity, honesty, creditworthiness, or ability to pay, or that any tenant will perform under the lease or refrain from damaging the Property. Owner acknowledges that a tenant may provide falsified, forged, or fraudulent information, or may default, abscond, damage the Property, or commit fraud or other misconduct, notwithstanding Broker's reasonable screening, and Owner assumes that risk. Broker's screening is a service performed on Owner's behalf; Broker is not a guarantor, surety, or insurer of any tenant or of any tenant's conduct, and Broker's selection or approval of a tenant creates no liability to Owner absent Broker's own gross negligence or willful misconduct.

b. Broker makes no representation or warranty, express or implied, and has no duty to investigate, verify, or disclose, as to: the condition of the Property (including environmental, mold, radon, structural, mechanical, or systems conditions); square footage; title, easements, or encumbrances; zoning, land use, or permitted uses; schools or school districts; off-site conditions; or projected income, value, marketability, insurability, or tax treatment. Owner’s representations in Section 9 govern the facts about the Property; Broker disclaims any independent duty to verify them.

17. LIMITATION OF LIABILITY

Broker is liable only for its own intentional or willful misconduct or gross negligence. Broker’s aggregate liability under this Agreement is capped at the amount of management fees actually collected during the Term. Broker is not liable for any act, default, damage, fraud, misrepresentation, or misconduct of a tenant, applicant, or third party — including a tenant's or applicant's provision of false or fraudulent information, nonpayment, or damage to the Property — for late fees or penalties owed to Owner's creditors arising from Owner's nonpayment, or for damage to the Property under any circumstance. This limitation applies regardless of the outcome of any tenant screening and is not defeated by Broker's approval or placement of a tenant.

18. LEAD-BASED PAINT

For any dwelling built before 1978, Owner shall furnish Broker with all lead-based-paint disclosures, records, and reports in Owner’s possession and shall complete and sign the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards attached to this Agreement. Owner authorizes and directs Broker to make the required lead disclosures to tenants and to provide the pamphlet “Protect Your Family From Lead in Your Home,” consistent with 42 U.S.C. § 4852(d). Owner shall provide any additional lead information that comes into Owner’s possession during the Term.

19. MEDIATION AND JURY-TRIAL 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

WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Owner initials: ________ **Broker initials: ________**

Mediation is non-binding; any settlement the Parties sign is binding. This Section survives termination.

20. INDEMNITY

To the fullest extent permitted by law, Owner shall indemnify, defend, and hold Broker and its agents harmless from any and all third-party claims, losses, damages, suits, costs, and expenses (including reasonable attorney’s fees) arising out of: (a) Broker’s performance or attempted performance of its duties under this Agreement; (b) Owner’s negligence, misrepresentation, or failure to disclose; and (c) Owner's contracts or obligations relating to the Property; and (d) any act, default, fraud, misrepresentation, misconduct, nonpayment, or property damage by a tenant, applicant, occupant, or third party, including any claim that a tenant was placed or approved despite information a screening did or did not reveal.

21. 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.

22. FORCE MAJEURE

Neither Party is liable for any delay or failure to perform caused by events beyond its reasonable control, including natural disasters, severe weather, fire, war, civil unrest, governmental orders, utility failures, labor disputes, and pandemics. Performance times are extended accordingly; rents and duties are handled equitably during the event, and this Section does not excuse the payment of amounts already due.

[____] OWNER [____] OWNER AND [____] BROKER HAVE READ THIS PAGE.

23. NO CONSTRUCTION AGAINST THE DRAFTER

Each Party has had the opportunity to have this Agreement reviewed by counsel. This Agreement shall not be construed for or against either Party as the drafter.

24. 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), or sent by email to the addresses below. Each Party consents to electronic communication (email and/or portal) and must keep its contact information current. If a Party fails to update its information, notice to the last-known address or email is deemed delivered, and delivery is not defeated by a spam filter, a full inbox, a blocked number, or a changed address.

BROKER / AGENT	OWNER
Name / c/o: Nataliya Matejka	**Name / c/o:** ______________________
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:** ________________________

25. GENERAL PROVISIONS

a. **Headings.** Section headings are for convenience only and do not affect interpretation.

b. **No waiver.** Broker’s failure to enforce any term or default is not a waiver of that or any later term or default.

c. **Entire agreement.** This Agreement and its Exhibits 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. **Assignment.** Broker may assign this Agreement. Owner may not assign without Broker’s prior written consent.

e. **Joint and several.** If there is more than one Owner, each is jointly and severally liable for all Owner obligations.

f. **Governing law and venue.** This Agreement is governed by South Carolina law, with venue in the County where the Property is located.

g. **Electronic signatures.** The Parties consent to sign and transact electronically; electronic signatures and records are valid and enforceable.

h. **No legal or tax advice.** Broker is a real estate brokerage, not a law firm or accounting firm, and does not provide legal or tax advice.

i. **Survival.** The following Sections survive termination: 4 (fee protection), 6, 8 (retention), 11, 12, 16, 17, 19, 20, 21, and this Section 25.

26. ADDENDA AND EXHIBITS

The following are attached and incorporated into this Agreement; all Exhibits and addenda signed by the Parties, whether or not specifically referenced, are part of this Agreement, and if any conflict exists, the Exhibit or addendum controls over the body of this Agreement:

- ______________________________
- ______________________________
- ______________________________
- ______________________________
- ______________________________

IN WITNESS WHEREOF, the Parties have executed this Residential Property Management 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

______________________________ ______________________________
Owner Print name & title

____
Date

______________________________ ______________________________
Broker (Brokerage) by authorized agent Date