

## RENTAL LISTING AND MANAGEMENT AGREEMENT

On the XX day of XX, 202X, in consideration of the covenants herein contained, SAMPLE (hereinafter referred to as "Owner") and **River View Residential, LLC** (hereinafter referred to as "Agent") agree as follows: Owner hereby appoints Agent as its sole and exclusive agent to lease and manage the premises known as: SAMPLE (the "Property").

### 1. LEASING AUTHORITY

Agent's authorization to lease the Property shall be subject to the following terms and conditions:

#### 1.1 Authorization

Agent is hereby authorized on behalf of Owner to enlist the services of other real estate agents in making such rentals.

#### 1.2 Term

The original term of this Agreement shall be in effect for a period beginning on SAMPLE, 202X, and ending on SAMPLE, 202X at 12:00 midnight, unless the expiration date is extended in writing.

If, thirty (30) days from the executed date, the Property is vacant, Owner may terminate this Agreement before the end of the term by giving written notice to Agent, provided Owner reimburses Agent for all expenses Agent has incurred on the Property.

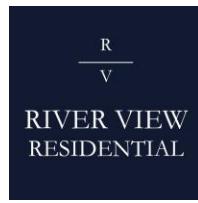
Unless either party terminates this Agreement, this Agreement will auto-renew on a twelve-month (12) basis after the Agreement's ending date.

#### 1.3 Leasing Terms

Owner and Agent agree that the Property shall be offered for lease or rent on the following terms and conditions, or such terms and conditions as Owner and Agent may subsequently agree to in writing:

- The monthly rental amount may be negotiated among Owner, Agent, and Tenant.
- The Lease Term shall be for one (1) year, unless Owner, Agent, and Tenant agree on a longer or shorter Lease Term.
- Owner agrees to maintain and keep in force sufficient hazard insurance and liability insurance during the term of this Agreement and during the lease term.

#### 1.4 Owner Representations and Disclosures



***Owner represents and agrees as follows:***

- Owner hereby specifically authorizes Agent and all cooperating agents to disclose to prospective tenants all defects, latent or otherwise, known to them.
- Owner acknowledges that Agent is not responsible for discovering latent defects in the Property.
- Owner is not delinquent in the payment of any property taxes, owners' association fees, property insurance, mortgage, or any encumbrance on or affecting the Property.

***If Agent receives notice of Owner's delinquency in the payment of:***

1. any mortgage or other encumbrance secured by the Property;
2. property taxes;
3. property insurance; or
4. owners' association fees;

then Agent may give Owner fifteen (15) days to cure the delinquency, during which period Owner authorizes Agent to freeze any funds held by Agent, and no disbursements will be made to Owner related to this Agreement or the Property.

Under this Agreement, Owner further authorizes Agent, in the event of such delinquency, to return any security deposit held by Agent to a tenant of the Property, as well as any prorated rent held by Agent, and Agent may terminate this Agreement. This paragraph does not preclude Agent from seeking any other remedies under this Agreement or at law that may be available to Agent.

**1.5 Lead-Based Paint (General Obligation)**

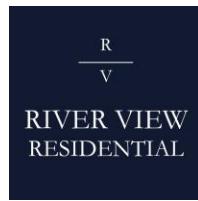
If the Property was built before 1978, Owner will complete and attach to this Agreement an addendum regarding lead-based paint and lead-based paint hazards that will be made part of any lease of the Property.

If the Property was built before 1978, federal law requires Owner (before a tenant is obligated under a lease) to:

1. Provide the tenant with the federally approved pamphlet on lead poisoning prevention;
2. Disclose the presence of any known lead-based paint or hazards in the Property; and
3. Deliver all records and reports to the tenant related to such paint or hazards.

**1.6 Marketing**

1. Agent agrees to use reasonable efforts in marketing the Property in accordance with the terms of this Agreement. Owner gives Agent the exclusive right to place a "For Rent" or other appropriate signs on the Property and to advertise the Property on Agent's Internet



website, or any other Internet website which Agent may deem appropriate. Agent may also advertise the Property through circulars and other forms of advertising, all subject to the approval of Owner and at the expense of Owner.

2. Owner gives Agent permission to photograph and/or video the Property and to use such photographs and videos in its marketing efforts described above.
3. Owner agrees to:
  - o Refer all inquiries regarding the Property to Agent promptly;
  - o Furnish Agent with keys to the Property;
  - o Allow the use of Owner's name and Property information details in marketing the Property; and
  - o Make the Property available for showing during reasonable hours to prospective tenants.

Any negotiations connected therewith shall be conducted solely by or under the direction of Agent.

4. Owner gives permission for a lockbox to be placed on the Property. In giving permission for a lockbox to be used, Owner hereby releases and holds harmless Agent and its agents from all responsibility for any loss, damage, or theft that might occur while the Property is listed and/or vacant except as caused by Agent's gross negligence or intentional acts. Owner acknowledges that a lockbox is intended only as an aid to market the Property and is not intended or designed as a security device.
5. At no point during the period of this Agreement shall Owner engage with the tenant or any prospective tenant in negotiations or communications; such negotiations or communications may conflict with negotiations, communications, and agreements undertaken by Agent on behalf of Owner. The lease agreement is between Agent and Tenant, and Owner shall not attempt to modify it.

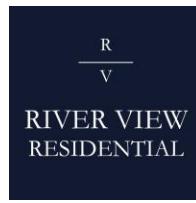
## 1.7 Leasing & Renewal Fees

The leasing fee payable to Agent for the leasing or renting of the Property is set by Agent and Owner, not by the Real Estate Commission. In this Agreement, Owner agrees to pay Agent a leasing fee as indicated in **Addendum A – Management Package Selection**, attached hereto.

## 1.8 Security Deposit

### *Owner authorizes Agent to:*

- Collect a Security Deposit for no more than one (1) month's rent, except where Agent deems an increased liability risk to the landlord or the premises, a pet deposit, or changes to the premises justify a higher amount; and
- Hold the Security Deposit in Agent's segregated escrow account in accordance with state Real Estate Commission law. Any interest accrued, if any, shall inure to Agent.



***If any security deposit or portion thereof is delivered to Owner:***

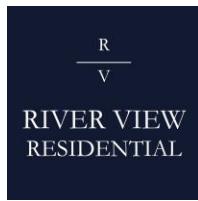
1. Owner assumes completely and unconditionally the financial responsibility for the return of the deposit due to the tenant.
2. Agent shall be Owner's agent for service for any legal notices affecting the rental Property.
3. Owner authorizes Agent to return to former Tenant any security deposit held by Agent and to which the former Tenant is legally entitled from any of Owner's money held in Agent's trust account.
4. Owner authorizes the disclosure of Owner's true name and current mailing address to the Tenant in the event of a dispute with the Tenant over ownership of the deposit. Owner understands that, pursuant to Real Estate Commission rule, security deposits can be delivered to Owner only if the lease contains the required provisions.
5. Agent will hold the security deposit and will make the determination of how the deposit will be adjudicated based on all evidence at the time of the tenant surrendering the Property. Agent's adjudication of deposit funds withheld will be final and binding on Owner.
6. Agent, in its sole discretion and consistent with state law, will determine whether the Tenant has damaged the Property in excess of ordinary wear and tear, and shall properly account for sums to be retained for the purpose of off-setting Owner's expenses for unpaid rent, utilities, cleaning charges, repairs, damages, or other charges.
7. Should Agent and Owner disagree on the amount of deposit to be refunded to the tenant, Agent may, at its option, forward the amount of the deposit held to Owner, provide Owner's contact information to Tenant, and shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity, and Owner shall hold Agent harmless therefrom.
8. In the event litigation shall occur concerning security deposits, Agent shall defend same in its own name as Agent for Owner, at Owner's expense.
9. Should this Agreement terminate while an existing tenant's security deposit is in Agent's possession, Agent shall forward that amount in full to Owner. As of mailing, Agent shall have no further obligation or liability whatsoever concerning the security deposit to any person or entity, and Owner shall hold Agent harmless therefrom, including Agent's reasonable attorney fees and costs.

(Lead-based paint duties related to pre-1978 housing are set forth in Section 1.5 and the separate Lead-Based Paint Disclosure below.)

### **1.9 Agent's Leasing Duties**

Owner hereby gives Agent the following authority and powers, and Agent accepts the following duties:

1. To advertise the Property for rent.
2. To manage Property showings to prospective tenants.



3. To process rental applications by obtaining a credit report and verifying the information on the rental application. Tenant selection criteria will be used to select tenants. The selection criteria shall be published and available to Owner and may be changed or amended by Agent from time to time.
4. To provide a lease for Tenant to sign.

## 2. MANAGEMENT AUTHORITY

Agent's authorization to manage the Property shall be subject to the following terms and conditions:

### 2.1 Appointment and Acceptance

Owner appoints Agent as exclusive Agent for the management of the Property, and Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement.

### 2.2 Management Duties

Agent's duties and responsibilities in connection with management of the Property are as follows:

#### 1. *Collection of Revenue*

Agent shall take all reasonable steps to collect and enforce the collection of all rentals and other charges due Owner from tenants of the Property in accordance with the terms of their tenancies.

#### 2. *Expenses and Mortgages*

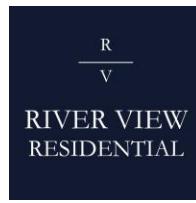
From gross revenues collected from the Property, Agent shall pay all operating expenses and such other expenses of the Property as authorized. Owner shall pay all sums that may become due on any mortgage, all ad valorem tax payments, all insurance premium payments, fire dues, and/or garbage dues.

#### 3. *Inspection and Repairs*

Agent shall do everything reasonably necessary for the proper management of the Property, including supervision of maintenance and arranging for such improvements, alterations, and repairs as may be required of Owner. Agent is authorized to purchase all materials, equipment, and supplies, and to provide all services necessary for proper maintenance and repair. Any exception to this policy must be pre-arranged between Agent and Owner and stated in writing. Any loss payment received by Agent due to Tenant's participation in a tenant liability program shall either be used for repairs or renovations to the Property or turned over to Owner for the same.

#### 4. *Negotiation of Leases*

Agent shall have the authority and exclusive right to negotiate leases with tenants on terms approved by Owner. All leases shall be signed by Agent on Owner's behalf. Agent



will proceed with renewal of the lease unless Owner gives Agent ninety (90) days' written notice not to renew the lease.

5. *Independent Contractors*

Agent shall have authority to hire, supervise, and terminate all independent contractors and other personnel, if any, reasonably required in the operation of the Property. All such individuals shall not be employees of Agent or Owner.

6. *Tenants*

Agent shall handle all Tenant requests and negotiations that may arise from time to time.

7. *Records*

Agent shall maintain accurate records of all monies received and disbursed in connection with its management of the Property, and such records shall be open for inspection by Owner at all reasonable times. Agent shall also render to Owner a monthly statement showing all receipts and disbursements.

8. *Payment to Owner*

After Agent deducts all authorized expenses and reserves relating to the operation and management of the Property from the funds collected for the account of Owner, Agent shall remit the balance to Owner.

## 2.3 Onboarding

At the start of this Agreement, Owner agrees to:

1. *Access*

Bear any necessary costs for providing all keys, garage door openers, gate access devices, and amenity passes for the Property. Re-keying the Property is required for liability purposes between tenancies and at onboarding when the Property is vacant.

2. *Tenant Security Deposit (Existing Tenants)*

If the Property is being transferred to Agent's management from another manager, or Owner has a tenant in place, Owner shall transfer to Agent the entire security deposit to be held by Agent. Owner shall be liable for the entire security deposit, regardless of whether Owner received those funds from the tenant or the prior manager. If Owner does not transfer the security deposit to Agent within fourteen (14) days of this Agreement's start, Owner authorizes Agent to charge Owner an equal amount and fund Agent's segregated escrow account.

3. *Tenant Information*

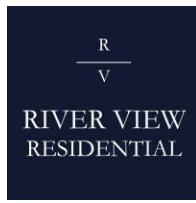
Provide leases, renewals, the rent ledger, any tenant prepayments, the tenant's contact email, and the tenant's phone number. If applicable, any government-subsidized rent agreements will be provided to Agent.

4. *Personal Property*

Owner is advised not to keep any personal belongings on the Property, as Owner is responsible for any loss or damage that might occur.

5. *Failure to Provide Information*

Failure to provide any of the above at the start of this Agreement may cause a delay in Owner distributions.



## 2.4 Insurance

### 1. *Liability Insurance*

Owner agrees to always carry, at Owner's own expense, general liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), which policy shall be written to protect Agent in the same manner and to the same extent that it protects Owner and shall name Agent as co-insured. A copy of the endorsement naming Agent as an additional insured shall be sent to Agent.

### 2. *Hazard Insurance*

Owner will be responsible for carrying all hazard insurance Owner desires with respect to the Property and any personal property therein owned by Owner and will cause such insurance to be placed and kept in effect at all times. Agent will investigate and furnish Owner with reports as to accidents, claims, and potential claims for damage relating to the Property, and will cooperate with Owner's insurers in connection therewith. Owner agrees there shall be no requirement that Tenant carry casualty or property insurance covering the Property or its contents, and Agent shall be entitled to waive any such requirement where it is set forth in the written lease.

## 2.5 Enforcement of Leases

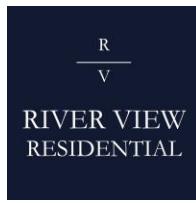
Agent will attempt to secure full compliance by each tenant with the terms of the lease. Owner hereby delegates to Agent authority:

- To serve, in the name of Owner, such notices as are appropriate;
- To institute and prosecute actions to evict tenants and recover possession of the premises;
- To sue, in the name of Owner, and recover rents and other sums due; and
- When expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies.

Agent may lawfully terminate any tenancy when, in Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the tenant's lease. For this purpose, Agent will consult with legal counsel to bring actions for eviction and related judicial proceedings; provided, however, that Owner is notified and consents to such actions in advance, Agent keeps Owner informed of such actions, and Agent follows such instructions as Owner may prescribe for the conduct of any such action. Attorney's fees and other necessary costs incurred in connection with such actions will be paid by Owner as a cost of operating the Property.

## 2.6 Disbursements from Operating Account

1. From funds collected by Agent pursuant to this Agreement, Agent will make the following disbursements promptly when payable:
  - Reimbursement to Agent for compensation payable to independent contractors and employees specified herein;



- All sums otherwise due and payable by Owner as expenses of the Property authorized to be incurred by Agent, including compensation payable to Agent for its services;
- An operating reserve of \$500 per Property to cover maintenance/repairs on each Property. A minimum of \$1,000 operating reserve will be held when fewer than five (5) properties are managed.

2. If the balance in Owner's account is at any time insufficient to pay disbursements due and payable under this Section, Agent will inform Owner, and Owner will provide funds to Agent to enable Agent to pay such amounts. In no event will Agent be required to use its own funds to pay such disbursements.
3. *Fidelity Bond*  
Agent will furnish, at its own expense, a fidelity bond in the amount of \$25,000 to protect Owner against misappropriation of Property funds by Agent and its employees.
4. *Financial Responsibility of Owner*  
Owner shall be personally responsible for the payment of any expenses or other obligations incurred by Agent in the proper exercise of its authority and duties hereunder and shall be personally responsible for payment to Agent of the amount of any excess expenditures over receipts. Owner hereby grants to Agent a lien against the Property to ensure repayment to Agent of said excess and any other amount that may be due hereunder. If any or all of such excess remains unpaid ten (10) days after Agent delivers to Owner a statement showing the amount of excess, Owner will incur a service charge equal to one and one-half percent (1½%) of the unpaid excess each month. Furthermore, any property, personal or real, held by Agent at a site other than the Property on behalf of Owner, for which a balance remains unpaid past thirty (30) days, shall be considered abandoned property. Owner releases Agent to dispose of such abandoned property as Agent sees fit.

## **2.7 Compliance with Governmental Orders**

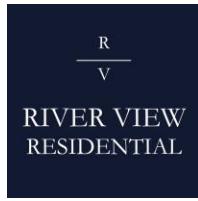
Agent will take such actions as may be necessary to comply promptly with all government orders or other requirements affecting the Property, whether imposed by federal, state, county, or municipal authority.

## **2.8 Habitability**

Owner warrants that the premises are habitable and comply with all state and local ordinances relating to rental property.

## **2.9 Nondiscrimination**

In the performance of its obligations under this Agreement, Agent will comply with any federal, state, or local law prohibiting discrimination in housing on the grounds of race, color, sex, physical or mental disability, marital or familial status, creed, national origin, religion, ancestry, sexual orientation, or source of income.



## 2.10 Agent's Compensation

The sole compensation which Agent is entitled to receive from Owner for all services performed under Section 2 of this Agreement shall be paid as indicated in **Addendum A – Management Package Selection**.

### 1. *Changes to This Agreement*

Agent reserves the right to amend this Agreement and fee structure with a minimum of thirty (30) days' written notice to Owner.

### 2. *Sale to Tenant or Third Party*

- If Owner sells the Property to a tenant acquired by Agent during the term of the lease or within ninety (90) days after termination of a lease, Agent is entitled to a brokerage commission of three percent (3%) of the sales price. In such event, Agent will, at Owner's request, broker a transaction with both sides within a defined Brokerage Relationship.
- If Owner sells the Property to a buyer who is not the tenant, Agent will, at Owner's request, broker the transaction within a defined Brokerage Relationship for a commission of five percent (5%) of the sales price, provided there is a cooperating broker involved. If Agent secures a contract without a cooperating broker, Agent will be entitled to a four percent (4%) commission on the sales price.

## 2.11 Tenant Performance

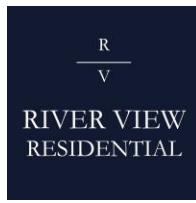
Agent does not warrant that any Tenant selected to lease the Property will perform all lease requirements, except as defined in Agent's Lease Tenure Performance Guarantee: should any tenant procured by Agent break their lease and be lawfully evicted within the first twelve (12) months of their lease term, Agent will reduce the next leasing fee for the Property by twenty-five (25%) percent. This Guarantee is only applicable to properties managed by Agent and for tenants procured by Agent.

# 3. INDEMNITY

## 3.1 Indemnity by Owner

Agent shall perform its obligations and duties under this Agreement as agent of Owner, and any and all obligations reasonably incurred by Agent on behalf of Owner hereunder shall be for the account and at the expense of Owner. Owner agrees to indemnify and hold harmless Agent, its successors and assigns, from and against any and all liability paid or incurred by Agent arising from or as the result of, or in any way connected with:

1. The performance by Owner of any or all of its obligations and agreements arising under or by virtue of this Agreement.



2. Any bodily or personal injury to or death of any person (including but not limited to any agent, servant, or employee of Owner or Agent, or of any of their respective contractors or subcontractors, or any lessee, tenant, licensee, guest, invitee or any other person who enters upon the Property), or any loss, theft or destruction of or damage to any property of Owner or of others, arising out of or in connection with the ownership of the Property by Owner or the operation, leasing or management of the Property by Owner, or the exercise or failure to exercise any of the duties or obligations of Owner with respect to the foregoing.
3. The presence, suspected presence, release, disposal or discharge at any time of any environmental pollutants or any dangerous, hazardous or toxic substances, materials or wastes of any kind on, in, under, from, or in the vicinity of the Property, regardless of whether same occurs or is discovered before, during, or after the term of this Agreement.
4. Any liability for any of the foregoing that may be imputed as a matter of law to Agent or any of its officers, directors, agents, servants or employees; provided, however, that Owner shall not be required to indemnify Agent or any of its officers, directors, agents, servants or employees with respect to any matter arising out of the gross negligence, willful misconduct, or breach of this Agreement by the party seeking indemnification.

### **3.2 Indemnity by Agent**

Agent agrees to indemnify and hold harmless Owner, its successors and assigns, from and against all liability paid or incurred by Owner arising from or as a result of, or in any way connected with:

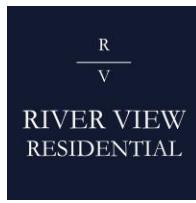
1. The performance by Agent of, or its failure to perform, any or all of its obligations and agreements arising under or by virtue of this Agreement.
2. Any liability for any of the foregoing that may be imputed as a matter of law to Owner or any of its members, agents, servants, or employees; provided, however, that Agent shall not be required to indemnify Owner, its members, agents, servants or employees with respect to any matter arising out of the negligence, misconduct, or breach of this Agreement by the party seeking indemnification.

## **4. PETS**

Pets shall be considered for approval on a case-by-case basis. Owner will be notified and will decide before a lease is signed whether or not to allow pets. Agent agrees to inform Owner of all breeds of pet that potentially may inhabit the Property.

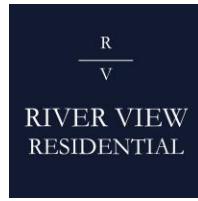
Owner agrees to hold Agent harmless for any misrepresentation by Tenant, either orally or in writing, as to the number of pets and their breeds, and for any actions of pets on the Property.

## **5. MISCELLANEOUS**



- a. Agent may use its credit card for purchases, repairs, maintenance, utility charges, or any other charges relating to the management of the Property. Any rewards or rebates associated with use of Agent's credit card shall be retained by Agent.
- b. Owner shall make themselves available to Agent for purposes of communication. If Agent has been unable to reach Owner within a reasonable period of time, Agent will make decisions in the best interest of Owner. In an emergency, Owner authorizes Agent's expenditure in excess of funds on hand without prior notice or authorization. Owner shall thereafter promptly remit, upon Agent's request, the necessary balance.
- c. Agent cannot guarantee that tenants will vacate the Property as agreed or at lease termination. If Owner intends to move into the Property upon termination of management and the tenant defaults and does not move out as agreed, Agent shall not be liable for Owner's moving, living, storage, or other expenses.
- d. Owner agrees, within three (3) days of any change, to advise Agent in writing of any change of address. Any notice, accounting statement, or other document required or desired to be given by Agent to Owner may be given by mailing it to the address noted in this Agreement, or the most recent address of Owner shown in Agent's records. Notice so mailed shall be as effectual as if served upon such party in person at the time of depositing such notice in the mail.
- e. Owner agrees to accept electronic signatures (including scanned and facsimile signatures) as legal and binding for all purposes. This includes Tenant and Agent signatures on all documents relating to the lease, including any addenda. Agent will also accept Owner's electronic signature as legal and binding.
- f. In the event of any dispute or proceeding concerning this Agreement, all parties agree to waive the right to a trial by jury.
- g. Owner is advised that, although Agent routinely requires that tenants be responsible for miscellaneous minor repairs, this requirement is used to provide Agent leverage with tenants. If Agent determines that it is not appropriate to charge tenants for certain repairs, Owner acknowledges that Owner will be responsible for such repairs and that Agent's judgment in not assessing these repairs against the tenant shall be final and binding on Owner.
- h. If Agent manages multiple properties for Owner, Agent shall have the authority to transfer Owner funds between such properties.
- i. This Agreement is assignable by Agent.

## **6. NON-SOLICITATION / NON-DISPARAGEMENT**



For so long as Owner remains a client of Agent and for eighteen (18) months after termination of this Agreement for any reason, Owner will not:

- a. Directly or indirectly, engage, employ, or hire any employee of Agent or any of its affiliates (whether or not for compensation), or any other person whose status as an employee of Agent or any of its affiliates has terminated while Owner is under this Agreement or during the eighteen-month period after termination, as an officer, employee, consultant, agent, adviser, partner, or independent contractor for any person or entity other than Agent or any of its affiliates;
- b. Directly or indirectly, on Owner's own behalf or on behalf of any other person or entity:
  1. Solicit, induce, or attempt to induce any employee of Agent or any of its affiliates to leave the employ of Agent or such affiliates; or
  2. In any way interfere with the relationship between Agent or any of its affiliates, on the one hand, and any employee of Agent or any of its affiliates, on the other hand.

## 7. AGE OF PROPERTY

Owner represents to Agent that the Property was constructed on or about XX.

## 8. NOTICE

All written notices to Owner may be:

- Mailed to: SAMPLE
- Emailed to: sample@sample.com

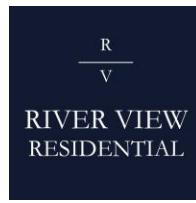
All written notices to Agent shall be mailed to the address listed on **Addendum B** or emailed to:

River View Residential  
101 North Main Street Suite A  
Bel Air, Maryland 21014  
[homes@riverview-companies.com](mailto:homes@riverview-companies.com)

Electronic notice sent via email shall be deemed to have the same legal effect and validity as written notice for all purposes under this Agreement.

## 9. TERMINATION

This Agreement may be terminated by either party, without cause, by giving sixty (60) days' written notice.



In the event this Agreement is terminated by Owner without cause, Owner shall be responsible for a termination fee equal to the sum of two (2) months' rental rate and the applicable management fee in effect at the time of termination. Such termination fee shall be due and payable upon the effective date of termination.

Agent may terminate Agent's authority with respect to Owner upon twenty-four (24) hours' written notice if Owner refuses to perform necessary repairs to the Property that directly affect the safety, welfare, and/or habitability of the resident or the Property.

## **10. BINDING AGREEMENT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their representatives, successors, heirs, and assigns.

If any section or any part of any section of this Agreement is rendered void, invalid, or unenforceable by any court of competent jurisdiction, such determination shall not render void, invalid, or unenforceable any other section or part of any section of this Agreement.

## **11. ATTORNEY'S FEES**

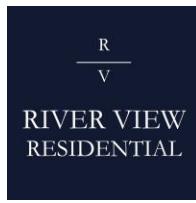
If a party hereto goes to court to enforce its rights under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs.

## **12. INTERPRETATIVE PROVISIONS**

- a. This Agreement represents the complete understanding between Owner and Agent regarding the management of the Property. Any changes to this Agreement shall be communicated in writing by Agent to Owner and shall be subject to a notice period of at least thirty (30) days to allow for review and consideration. The Agreement may be modified by mutual written agreement executed by the parties or by electronic written notice provided by Agent, the receipt and acceptance of which shall be acknowledged electronically by Owner, subject to the notice period.
- b. This Agreement may be executed in counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

## **13. AGENT DISCLOSURES**

- a. Agent employs licensed real estate professionals in accordance with the state Real Estate Commission where the Property is located.
- b. Agent may have an ownership interest in third-party vendors who perform services for Agent.



c. By signing this Agreement, Owner(s) agree to receive an electronic IRS Form 1099-MISC.

## **14. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

*(For Properties Built Before 1978)*

### **Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### **Lessor's Disclosure**

**(a) Presence of lead-based paint and/or lead-based paint hazards** (check (i) or (ii) below):

- (i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  

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- (ii)  Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

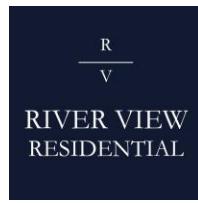
**(b) Records and reports available to the lessor** (check (i) or (ii) below):

- (i)  Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  

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- (ii)  Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### **Lessee's Acknowledgment (initial)**

(c)  Lessee has received copies of all information listed above.  
(d)  Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.



### **Agent's Acknowledgment (initial)**

(e)  Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

### **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Owner:** \_\_\_\_\_

Date: \_\_\_\_\_

Owner Phone: Enter Phone Number

Printed Name: Enter Name

Owner Email: Enter Email Address

**Agent:** River View Residential, LLC

By: \_\_\_\_\_

Printed Name: Michael A. Herwig

Title: Chief Operating Officer/President

Date: \_\_\_\_\_