

Careswell Morris Property Services, LLC

### Residential Property Management and Exclusive Rental Agreement

This agreement is made on  between “Landlord”) who owns or has the right to lease the Premises as defined below and **Careswell Morris Property Services, LLC** (“Agent”) which is duly licensed to manage the premises and has complied with all state and local requirements. In consideration of the mutual terms of this Agreement, the parties agree as follows:

**1. EMPLOYMENT OF MANAGING AGENT**

1. **Employment and Acceptance.** The Landlord employs the Agent as the sole exclusive agent of the Landlord to lease and manage the Premises upon the terms and conditions provided herein. The Agent accepts the employment and shall furnish the services of the organization for the leasing and management of the Premises. The Landlord shall pay all expenses in connection with those services as provided herein.
2. **Relationship of the Agent to the Landlord.** The relationship of the parties to this Agreement shall be that of principal and agent, and all duties to be performed by the Agent under this Agreement shall be on behalf of the Landlord, in the Landlord’s name and for the Landlord’s account. In taking any action under this Agreement, the Agent shall be acting only as agent for the Landlord, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as requiring the Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall the Agent at any time during the period of this Agreement be considered a direct employee of the Landlord. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that the Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement. Any delays in the performance of any obligation of the Agent under this Agreement shall be excused to the extent that such delays were caused by factors beyond the control of the Agent, and any time periods required for performance shall be extended accordingly.
3. **Description of the Premises.** The property to be managed by the Agent under this Agreement is located at: Street AddressLegal Description: (Premises”) consisting of the land, buildings and other improvements.
4. **Term.** The term of this Agreement shall be for an initial period of **1** year(s) (the “initial term”) beginning on; and ending at the end of and thereafter shall be automatically renewed from year to year unless terminated as provided in Paragraphs 18 (A), 18 (B) or 23. Each renewal period is referred to as a “term year”.

**2. AGENT’S COMPENSATION AND EXPENSES.** As compensation for the services provided by the Agent under this Agreement (and exclusive of reimbursement of expenses to which the Agent is entitled hereunder), the Landlord shall pay the Agent as follows:

1. **For Management Services**  of the total monthly gross rentals due the Landlord, but not less than 100.00 per month. Said management fees will be due by the 5th calendar day of the month, even if the rent has not been received. A flat fee of $100.00 per month shall be due to Agent should property be vacant. In the event the owner approves an applicant that doesn’t meet our financial guidelines, Agent may, at the sole option of the Agent, increase the management fee as described above from ten percent (10%) to twelve percent (12%).
2. **For Residential Leasing Fee**. To pay the Agent a leasing fee of **One Month’s Rent for lease terms of 12 months or less. 6% of the gross rent or 1 Month’s Rent whichever is greater for lease term in excess of 12 months** for leases negotiated on behalf of the Landlord by Agent. The leasing fee is in addition to the management fee. Leasing and management fees are non-refundable. In any event where the Agent is required to negotiate and/or has signed a lease renewal or extension, regardless of the term, a fee of 1/4 of one month’s rent (25%) will be paid to the Agent for each renewal or extension and shall be paid each year on the anniversary date. In the event the lease goes month to month and owner elects not to extend for another year this fee is still due on the anniversary date. For multi-year leases the leasing fee is due upon signing the initial lease and for renewals or continuance of lease upon subsequent yearly anniversary date(s).
3. **Interest on Unpaid Sums**. Any sums due the Agent under any provision of this Agreement, and not paid within fifteen (15) days after such sums have become due, shall bear interest at the rate of twelve (12%) per annum, plus a $25.00 fee will be due to the Agent.
4. **Non-Management Services**. Landlord agrees to pay Agent 20% of the cost of up to $1000 and 10% over $1000 for non-management services or any insurance claim supervision rendered at Landlord’s request in connection with the Premises. Non-Management services are defined as any service performed by Agent that is, in Agent’s sole discretion, not considered necessary for continued tenant occupancy, or repair of damages incurred due to the tenancy. These services include, but are not limited to, Agent arranging for renovations, additions, and improvements to Premises and/or repairs/maintenance to prepare home for sale or for Landlords return to the Premises. Nothing in this Agreement obligates Agent to provide non-management services. If Agent agrees to secure such services for Landlord, the fee due Agent shall be treated as all other fees due Agent under this agreement.

**3. BANK ACCOUNTS.**

1. **Operating Escrow Account(s).** The Agent shall establish a separate account known as the Operating Escrow Account, separate and apart from the Agent’s corporate accounts, for the deposit of receipts collected as described herein, in a bank or other institution whose deposits are insured by the federal government. The Agent shall select such depository. Funds in the Operating Account(s) remain the property of the Landlord subject to disbursement of expenses by the Agent as described in this Agreement. ANY INTEREST ACCRUED ON THIS ACCOUNT WILL BE RETAINED BY THE AGENT.
2. **Initial Deposit and Maintenance Reserve.** Immediately upon commencement of this Agreement, the Landlord shall remit to the Agent an amount equal to the monthly debt service (First Trust and Second Trust) plus condominium or association fees if applicable *if Agent is to make these payments,* plus $350.00 for the establishment of a maintenance reserve fund to cover repairs and maintenance on the property. The Landlord shall maintain the maintenance reserve stated above at all times in the Operating Escrow Account(s) to enable the Agent to pay the obligations of the Landlord under this Agreement as they become due. The Agent shall notify the Landlord if a new maintenance reserve amount is required; the Landlord shall, immediately upon notice, remit to the Agent sufficient funds to cover the deficiency and replenish the contingency reserve. Incoming rent may be utilized to replenish maintenance reserve account of owner.
3. **Security Deposit Escrow Account.** The Agent shall, if required by law, maintain a separate escrow account for tenant security deposits and advance rentals. Such account shall be maintained in accordance with applicable state or local laws, if any. Any interest accrued on this account will be retained by the Agent to offset the administrative and accounting costs.

**4. COLLECTION OF RENTS AND OTHER RECEIPTS.**

1. **Agent’s Authority.** The Agent shall collect all rents, charges and other amounts receivable on the Landlord’s account in connection with the management and operation of the Premises. Such receipts shall be deposited in the Operating Escrow Account(s) maintained by the Agent for the Premises (except for those funds described in Paragraphs 3 (C), 4 (B) and 4 (C) hereof).
2. **Special Charges.** If permitted by applicable law, the Agent may collect from the tenants and retain any or all of the following: anadministrative charge for late payment of rent [a one time waiver of late fee shall be honored for each tenant(s) ], bounced check charge (NSF), charge for second checkout inspection, charge to arrange to have work done, a fee for court appearances, a Rental Application Fee, an administrative charge and/or broker’s commission for subleasing. For the purpose of collecting these fees from the tenant, they may be referred to as “additional rent” in the lease document.
3. **Security Deposits.** The Agent shall collect a security deposit equivalent to a minimum of one (1) month’s rent, deposit it into an escrow account and disburse it in accordance with the terms of each Tenant’s lease. THE AGENT WILL RETAIN ANY INTEREST EARNED ON TENANT SECURITY DEPOSITS. Any interest required to be paid to the Tenant because of state or local laws will be paid to the Tenant by Landlord from Landlord’s Account. At the expiration of the lease or any extensions thereof, Agent shall have the sole responsibility to determine what is fair wear and tear and what damages the tenant is to be charged for.

**5. DISBURSEMENTS FROM THE OPERATING AND/OR RESERVE ACCOUNT(S).**

1. **Operating Expenses.** From the Operating Escrow Account(s), the Agent is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises and for all other sums due the Agent under this Agreement, including the Agent’s compensation.
2. **Debt Service.** The Landlord shall give the Agent advance written notice of at least thirty (30) days if the Landlord desires the Agent to make any additional monthly or recurring payments (such as mortgage indebtedness, general taxes, special assessments or insurance premiums) out of the Landlord’s proceeds from the Premises. Such payments shall be detailed on the Property Management Information Form.
3. **Net Proceeds.** To the extent that funds are available and after maintaining the cash maintenance reserve amount as specified in Paragraph 3 (B), the Agent shall transmit the cash balances to the Landlord periodically.

**6. THE AGENT IS NOT REQUIRED TO ADVANCE FUNDS**.  **If the balance of the Operating Escrow Account(s) is at any time insufficient to pay disbursements due and payable under Paragraphs 5 (A) and 5 (B), the Landlord shall, immediately upon notice, remit to the Agent sufficient funds to cover the deficiency and replenish the maintenance reserve. *In no event shall the Agent be required to use its own funds to pay such disbursements***. It is the sole responsibility of the Landlord to keep sufficient funds in his account for the payment of mortgage payments, association fees, and repairs. Nothing herein shall obligate Agent to be required to notify Landlord of a shortage in the account, nor will Agent be responsible for late charges incurred by Landlords failure to keep sufficient funds in the account for the payment of expenses. The Agent will not be required to advance any monies to the Landlord, to the Security Deposit Escrow Account, or to the Operating Escrow Account(s). If the Agent advances any monies in connection with the Premises to pay any expenses for the Landlord, such advance shall be considered a loan subject to repayment with interest as specified in Paragraph 2 (C). The Landlord shall reimburse the Agent, including interest, and the Agent may deduct such amounts from monies due the Landlord.

**7. FINANCIAL AND OTHER REPORTS**

1. **Landlord/IRS Relationship.** The Landlord is not a nonresident alien individual, foreign partnership or a non-U.S. corporation; if the Landlord is, all required Internal Revenue Service (IRS) forms will be promptly submitted by the Landlord.
2. **Nonresident Registration.** If the Landlord is a nonresident property owner, the Landlord shall register with the State of Maryland and sign all necessary state forms regarding the receipt of income on the Premises.
3. **Reports.** By the fifteenth (15th) day of each month, the Agent shall furnish the Landlord with a statement of cash receipts and disbursements from the operation of the Premises during the previous month. In addition, the Agent shall, on a mutually acceptable schedule, prepare and submit to the Landlord such other reports as are agreed on by both parties. The Agent shall submit to the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Premises.

**8. ADVERTISING**

1. The Agent is authorized to show and make available the Premises to all persons without regard to race, sex, color, religion, national origin, mental or physical handicap, familial status, elderliness and all other classes protected by any law or ordinance.
2. The Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, displays or such other means, as the Agent may deem proper and advisable. Such advertising shall be at the expense of the Landlord. The Agent is authorized to place signs and a MLS keysafe//lockbox on the Premises advertising the Premises for rent, provided such signs comply with applicable laws and regulations.

**9. LEASING AND RENTING**

1. **Agent’s Authority To Lease the Premises.** The Agent shall make all reasonable efforts to keep the Premises rented by procuring tenants. The Agent is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases. The Agent shall sign all leases as agent for the Landlord and shall not be liable for any errors or omissions in said act including, but not limited to, nonpayment of rent by tenant. All costs of leasing shall be paid out of the Operating Escrow Account(s). No lease shall be in excess of three (3) years without written approval by the Landlord. Leases are to be written on a lease form provided by the Agent. In the event the Landlord does not desire the current lease to be renewed, Landlord shall provide Agent notice 120 days prior to lease termination.
2. **No Other Rental Agent.** During the term of this Agreement, the Landlord shall not authorize any other person, firm or corporation to negotiate or act as leasing or rental agent with respect to any leases on the Premises. The Landlord shall promptly forward all inquires about leases to the Agent.
3. **Rental Rates.** The Agent shall employ best efforts to obtain a suitable tenant as soon as possible, at Market Rent or such other amount as may be agreed upon by the Landlord. The Agent shall negotiate and sign lease extensions or subsequent leases on the Premises which in the Agent’s best judgment provide a fair return to the Landlord and are consistent with the Landlord’s instructions.
4. **Enforcement of the Lease.** The Agent is authorized to institute, in the Landlord’s name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the eviction or dispossession of tenants or other persons from the Premises. The Agent is authorized to sign and serve such notices, as the Agent deems necessary for lease enforcement, including the collection of rent or other income. If the Agent deems legal action necessary, the Landlord authorizes the Agent to retain the attorney at the Landlord’s expense.
5. **Cooperation and Compensation to Other Agents.** The Agent is authorized to make a blanket unilateral offer of cooperation and compensation to other agents in any Multiple Listing Service that the Agent deems appropriate and to disseminate information by printed form and/or electronic computer service.
6. **Inspections.** The Agent shall make inspections of the Premises at the time of occupancy, when the tenant vacates and at such other times as the Agent feels necessary or advisable and report matters concerning the condition of the Premises to the Landlord. In the event of vacancy, the Agent will take precautions to safeguard the Premises.

**10. REASONABLE MAINTENANCE AND REPAIR.** The Agent shall make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises, and all alterations required to comply with lease requirements, governmental regulations or insurance requirements. **Any cost exceeding $350.00 must be approved by the Landlord in advance except that in an emergency where repairs are immediately necessary for the preservation and safety of the Premises, to avoid the suspension of any essential service to the Premises, to avoid danger to life or property or to comply with federal, state or local law, such emergency repairs shall be made by the Agent at the Landlord’s expense without prior approval**. Should we not have a current telephone number, address or email for an owner or get no response to a maintenance request after a reasonable period of time, the Agent will determine the appropriate course of action to be taken and funds will be withheld to pay for the action. (By way of example: property needs a roof due to age and leaks. Owner has not responded. Careswell Morris Property Services, LLC. will replace the roof and pay the contractor with rental income until the contractor is paid in full.)

**11. UTILITIES AND SERVICES.** The Agent shall, in the Landlord’s name and at the Landlord’s expense, make contracts for electricity, gas, telephone, fuel or water, and such other services as are necessary or prudent for the operation of the Premises. All utility deposits shall be the Landlord’s responsibility, except that the Agent may pay the same from the Operating and/or Reserve Escrow Account(s) at the Landlord’s request. Owner to file appropriate ACN forms with utility providers.

**12. INSURANCE.** The Landlord shall obtain and keep in force adequate insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The deductible required under such insurance policies shall be the Landlord’s expense. **The Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises.** Liability insurance shall be adequate to protect the interests of both the Landlord and the Agent and in form, substance and amounts reasonably satisfactory to the Agent, but no less than $300,000.00. **The Landlord shall provide the Agent with proof of fire insurance policies in force and shall obtain adequate vandalism coverage if the Premises are vacant in excess of 30 days. The Landlord shall furnish the Agent with certificates evidencing fire and liability insurance or with duplicate copies of such policies within fifteen (15) days after the date of this Agreement.** If the Landlord fails to do so, the Agent may, but shall not be requiredto, place such insurance and charge the cost thereof to the Operating Escrow Account(s). Such policies shall provide that notice of default or cancellation shall be sent to the Agent as well as the Landlord and shall require a minimum of fifteen (15) days written notice to the Agent before any cancellation of or changes to such policies.

In the event there is an insurance claim that needs to be filed regarding this property, Landlord authorizes Agent to file necessary paperwork with Landlord’s insurance company. Landlord shall be responsible for all other coordination between Insurance Company, Tenants, vendors etc., unless Landlord opts to have Agent oversee the necessary renovations per paragraph 2D of this agreement.

**13. SAVE HARMLESS.** The Landlord shall indemnify, defend and save the Agent harmless from all loss, investigation, suits, damage, cost, expense (including attorneys’ fees), liability or claims for personal injury or property damage incurred or occurring in, on or about the Premises.

**14. AGENT ASSUMES NO LIABILITY.** The Agent assumes no liability for any acts or omissions of the Landlord, or previous landlords, or previous management or other agents of either. The Agent assumes no liability for failure of or default by any tenant in the payment of any rent or other charges due the Landlord or in the performance of any obligations owed by any tenant to the Landlord pursuant to any lease or otherwise. Nor does the Agent assume any liability for previously unknown violations of environmental or other regulations, which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by the Agent shall be brought to the attention of the Landlord and the Landlord shall promptly cure them.

**15. LANDLORD’S RESPONSIBILITY FOR EXPENSES OF LITIGATION.**

1. **Litigation and Compliance Expenses.** The Landlord shall pay all expenses incurred by the Agent, including without limitation reasonable attorneys’ fees and the Agent’s costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding or suit involving an alleged violation by the Agent or the Landlord, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes or fair housing, including without limitation, any law or ordinance prohibiting or making illegal discrimination on the basis of race, sex, color, religion, national origin, mental or physical handicap, familial status, elderliness and all other protected classes; provided, however, that the Landlord shall not be responsible to the Agent for any such expenses if the Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate the Agent to employ legal counsel to represent the Landlord in any such proceeding or suit.
2. **Fees For Legal Advice.** The Landlord shall pay reasonable expenses incurred by the Agent in obtaining legal advice regarding compliance with any law affecting the Premises or activities related to them.

**16. REPRESENTATIONS.** The Landlord represents and warrants: That the Landlord has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to the Agent; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of the Landlord’s knowledge, the Premises are zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like (including without limitation those pertaining to hazardous or toxic substances).

**17. BUILDING COMPLIANCE**

1. The Agent accepts no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building code or with any statute, ordinance, law or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify the Landlord promptly or forward to the Landlord promptly any complaints, warnings, notices or summonses received by the Agent relating to such matters. The Landlord represents that to the best of the Landlord’s knowledge the Premises and all such equipment comply with all such requirements, and the Landlord authorizes the Agent to disclose the ownership of the Premises to any such officials and shall indemnify and hold the Agent, its representatives and employees harmless of and from all loss, cost, expense and liability whatsoever which may be imposed by reason of any present, future or alleged violation of such laws, ordinances, statutes or regulations.
2. **Smoke Detectors.** At the Landlord’s expense; smoke detectors will be installed and maintained on the Premises in working condition in accordance with the law prior to and during the tenant’s occupancy.

**18. TERMINATION**

1. **Termination at End of Term.** This Agreement may be terminated by either the Landlord or the Agent, with or without cause, at the end of the initial term or of any following term year upon the giving of sixty (60) days written notice prior to the end of the initial term or following term year.
2. **Early Termination.** This Agreement may be terminated by the Landlord before the termination date specified in Paragraph 1 (D) by written notice to the Agent no less than sixty (60) days prior to the termination date specified in such notice, together with a cancellation fee in the amount equal to 75% of the management fee that would accrue over the remainder of the stated term of any existing lease agreement. For this purpose, the monthly management fee for the remainder of the stated term of the existing lease agreement shall be presumed to be the same as that of the last full calendar month prior to service of the notice of cancellation. This Agreement may be terminated by the Agent before the termination date specified in Paragraph 1 (D) upon sixty (60) days written notice to the Landlord.
3. Such notice may be served personally or by registered or certified mail, and if served by mail shall be deemed to have been served when deposited in the mail. Such cancellation shall not release the Agent’s right to indemnification by the Landlord set forth above and shall not terminate any liability or obligation of the Landlord to the Agent for any payment, reimbursement or other sum or money due and payable to the Agent hereunder.
4. **Landlord Responsible for Payments.** Upon termination of or withdrawal from this Agreement, the Landlord shall assume the obligations of any contract or outstanding bill incurred by the Agent under this Agreement. The Agent may withhold funds for forty-five (45) days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. The Agent shall deliver to the Landlord, sixty (60) days after the end of the month in which this Agreement is terminated, any balance of monies due the Landlord or tenant security deposits, or both, which were held by the Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits and other papers or documents which pertain to the Premises.
5. **Sale or Exchange of Premises.** **If the Premises are sold or exchanged to the Tenant during the term of this Agreement or any extension thereof, the Landlord irrevocably instructs the party conducting the settlement to disburse six percent (6%) of the sales price from the proceeds of sale to listing Broker Agent.** Upon the transfer of ownership, this Agreement shall terminate by mutual consent of the Landlord and the Agent under the terms and conditions set forth herein.
6. **Bankruptcy Clause.** The Agent shall not be held liable in the event of bankruptcy or failure of the depository bank or savings and loan association where the monies due the Landlord are deposited if it is a federally insured fiduciary account.
7. **Multiple Listing Service.** No Multiple Listing Service or Association of REALTORS® is a party to this Agreement and no Multiple Listing Service or Association of REALTORS® sets, controls, recommends or suggests the amount of compensation for any brokerage service rendered pursuant to this Agreement, whether by the listing broker or by any other broker acting as subagent or otherwise.
8. **Agent’s First Lien.** The Agent reserves a first lien against the Premises and the rents collected or to be collected on such lease, for any advances and expenditures made by the Agent for the benefit of the Landlord and the Premises, and not thereafter reimbursed to the Agent by the Landlord.

**19. INDEMNIFICATION SURVIVES TERMINATION.** All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Landlord to have insured or to defend, reimburse or indemnify the Agent shall survive any termination; if the Agent is or becomes involved in any proceeding or litigation by reason of having been the Landlord’s Agent, such provisions shall apply as if this Agreement were still in effect.

**20. HEADINGS.** All headings and subheadings in this Agreement and in the accompanying List of Provisions are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

**21. COMPLETE AGREEMENT.** This Agreement supersedes all prior agreements and shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. This Agreement, unless amended in writing and signed by the parties, contains the final and entire Agreement of the parties and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. **The completed Property Management Information Form is incorporated by this reference**. Time is of the essence as to all terms of this Agreement.

**22. RIGHTS CUMULATIVE; NO WAIVER.** The exercise of any right or remedy provided in this Agreement shall not be an election of remedies and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the parties exercising such right or remedy.

**23. APPLICABLE LAW AND PARTIAL INVALIDITY.** The interpretation of this Agreement shall be governed by the laws of the State of Maryland. Any action arising under this Agreement shall be brought in the federal or state court having jurisdiction over the Premises. If any part of this Agreement shall be declared invalid or unenforceable, either party shall have the option to terminate this Agreement by written notice to the other party.

**24. NOTICES.** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as the Landlord and the Agent individually may specify hereafter in writing:

AGENT: Careswell Morris Property Services, LLC Landlord’s Forwarding Address:

5720 Deale Churchton Rd., Unit D

Deale, MD 20751

(301) 343-8159

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**25. MULTIPLE OWNERS/PARTNERSHIPS.** In the event the Premises is owned by more than one person, Careswell Morris Property Services, LLC will communicate with only one owner. It will be up to that owner to communicate with the other owners/partners.

**26. DISCLOSURE.** Careswell Morris Property Services, LLC is strictly a Property Management Company. The use of a licensed real estate company will be used in connection with the leasing of Premises. All references to Agent in connection with the marketing of this property shall refer to the real estate Company used to market the property and not Careswell Morris Property Services, LLC.

**27. OTHER TERMS:**  OWNER WLL NOTIFY CMPS IMMEDIATELY IF HOME IS IN FORECLOSURE OR PRE-FORECLOSURE.

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date first set forth above.**

**AGENT: Careswell Morris Property Services, LLC. LANDLORD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **LANDLORD:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: **Tammy Buttner**

Title: **Property Manager**

Mail Box Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parking Space Number(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Initiated by:  Agent  Employee of NM Management, Inc. CMPS Office:  Phone #

Owner hereby certifies that they have provided all of the necessary information and signed disclosures for lead based paint and if the home was constructed prior to 1979 they have obtained a lead free certificate or lead safe certificate and registered with the State as required.

LANDLORD SIGNATURE & DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner certifies that if they live in Prince George's County, Bowie or the City of Annapolis, they have paid for and obtained the appropriate rental housing license for that jurisdiction.

LANDLORD SIGNATURE & DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_