Hello Homeowner!

Thank you for your interest in Disciple Property Management (DPM). We are honored that you are considering us to manage your home.

This Owner Welcome Guide was designed to answer your questions and give you information about the DPM Management Process. If you would like to schedule a home visit, please make sure you have read through this packet in order to make the most of your experience.

Contents:

- FAQ
- Basic Owner Financial Responsibilities
- New Property Start Up Costs
- Basic Onboarding Process
- Considerations When Determining Rent Rates
- Sample Management Agreement

Thank you for your time!

At Disciple Property Management we respect that your home is an important investment and we want you to be comfortable with your property management decision.

If you have any questions, we are best reached via:

- Text: 503-925-3755
- Email: Administration@DisciplePM.com

FAQs for Prospective Owner Clients

Does Disciple Property Management handle all aspects of managing a rental property?

When are Owners paid?

How are Owners paid?

When do Residents pay?

How do Residents pay?

How long does it take to find a Resident for my property?

How does DPM find Residents?

What are the qualifications to rent with DPM?

What about pets and animals at the residence?

Do I have to allow assistance or service animals?

What appliances or equipment should I leave and what should I not leave?

What happens if a Resident stops paying rent?

Do you have to change the locks at my property?

What about Pest Control?

How do Residents report maintenance issues?

How do Residents report emergencies after hours?

Should I have a Home Warranty for my property?
Do I get the Resident's Security Deposit when they move out?

What if I decide to sell my home?

What do I need to know that hasn't been asked yet?

Does Disciple Property Management handle all aspects of managing a rental property?

- Yes! Disciple Property Management (DPM) is a full-service property management company.

When are Owners paid?

- Typically, before the 15th of the month. Often earlier.

How are Owners paid?

- Electronically, through an ACH transfer to your bank account.

When do Residents pay?

- Rent is due on the 1st and considered late after 5:00 PM.

How do Residents pay?

- Typically, through their Online Resident Portal.

How long does it take to find a Resident for my property?

- This varies depending on the following factors:
    - Factors within your control: Competitive pricing, Tidy landscaping, Property in good repair & VERY clean, Allowing pets.
    - Factors outside your control: Quantity of other available properties, Demand for homes in that location, School system, Rental market trends.

How does DPM find Residents?

- Strong online advertising presence, listing properties on over 30 Websites, including Zillow, Trulia, Rently, Apartments.com, and Homes.mil (frequently utilized by military personnel).
- Boosted Google Ads.
- Yard signs (simple and effective).
- Advanced tracking software to identify prospects AND personal communication from DPM Team Members.
- Properties available for viewing 7 days a week.
- Online Applications are easily accessible through DiscipleRealEstate.com
- A Dedicated Section of our Website for Prospective Residents at DiscipleRealEstate.com/Prospective-Residents.
- ALL are designed to help your property rent as quickly as possible.

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What are the qualifications to rent with DPM?

Basic requirements include:

- Pass credit check with a minimum score of 625.
- Pass criminal background check.
- Proof of income demonstrating a 3X monthly rent rate.
- No open or discharged bankruptcies in the last 7 years.
- No evictions in the last 7 years.
- No unpaid balances to previous landlords in the past 7 years.
- No foreclosures in the last 7 years.

What about pets and animals at the residence?

DPM highly recommends allowing pets.

- Standard Pet maximum is 2 pets, adjustable at Owner request or with Owner permission.
- *DPM provides a Pet Guarantee automatically to Owners for Authorized Pets.*
    - *Pet Guarantee - DPM will reimburse the homeowner up to $2,000 for allowable pet-related damage if, at move-out, the Resident owes more than their security deposit and pet damage is present.*
- For each Authorized Pet, the Resident pays a one-time Nonrefundable Pet Fee and ongoing Monthly Pet Rent.
    - These proceeds fund the Pet Guarantee Account, which DPM uses to pay the Pet Guarantee when needed.
- All animals at residences are registered through Petscreening.com.
- Approximately 70% of people looking to rent have pets.

Do I have to allow assistance or service animals?

- Yes. It is federal law.
- Registered Service and Assistance Animals are NOT considered pets.
- No Pet Fees or Pet Rent apply.

What appliances or equipment should I leave and what should I not leave?

- Leave: Refrigerator, Dishwasher, Range / Oven, Microwave, Disposal (if present, but not required)
- Do not leave: Lawn equipment, “Ring” style doorbell, Grill, Home water softener system, DPM does not recommend leaving washer or dryer, but will allow it.

What happens if a Resident stops paying rent?

- DPM has a complete Collections process. It begins on the first business day that rent is considered late.

Do you have to change the locks at my property?

- Yes.
- Locks are changed between every tenancy for Resident safety and to protect owners and DPM from liability.
- DPM uses a Landlord Lock (LL) system, designed for easy lock changes between tenancies.
    - LLs are more cost-effective for long-term investment rentals than paying a professional locksmith for each change.

What about Pest Control?

DPM requires Residents to pay for ongoing pest control through our preferred vendor.

- This service includes basic coverage for pests, including German Roaches.
- Owners are responsible for termite and rodent control.
    - A Termite Bond is recommended.

How do Residents report maintenance issues?

- Residents submit a *Maintenance Request* using their *Online Resident Portal*, which is set up before move-in.
- This creates a written record of each Maintenance Request and sends it directly to the Maintenance Department for prompt handling.

How do Residents report emergencies after hours?

- At every move-in, we leave an *After You Move In* sheet and a *Welcome Magnet* on the refrigerator. Both provide clear instructions for reporting emergencies outside of business hours.
- The process is simple:
    - Submit a *Maintenance Request* through their *Online Resident Portal*.
    - Call the main office phone # and select the *Emergencies* option.
    - Follow the prompts.

Should I have a Home Warranty for my property?

- DPM highly discourages home warranties (HW).
- The concept of home warranties involves the HW company selecting the lowest bidding vendor, which may not be the best choice for quality work.
- DPM has no control over vendor selection, the speed of their scheduling, or the quality of work under a HW.
- DPM does not prohibit owners from using home warranties. However, owners are responsible for filing claims, receiving regular progress updates from the HW company, & coordinating this information with DPM.
    - In the meantime, DPM is still legally required to honor all Lease terms and laws, which may require additional action or require financial concessions to the Resident.

Do I get the Resident's Security Deposit when they move out?

- If everything goes well, no. And that's good news!
- GA law outlines specific circumstances in which funds may be withheld from a Resident's Security Deposit, including:
    - An unpaid balance owed at move-out.
    - Any tenant responsibility charges identified during the Move Out Inspection or required under the lease.
- To receive a full refund of their entire Security Deposit, Residents must leave the home with no outstanding balance and return it clean and in good repair.

What if I decide to sell my home?

- Your home is your investment. DPM fully respects your decision if you choose to sell rather than continue renting.
- Under the Management Agreement - and in keeping with Georgia law - Owners must honor the terms of the Resident's current lease.
    - A resident cannot be required to move out early simply because the owner decides to sell. However, with proper notice, DPM can inform the resident that their lease will not be renewed and provide the legally required notice for them to vacate at the end of their lease term.

What do I need to know that hasn't been asked yet?

- Owners are likely to incur out-of-pocket expenses between tenancies, even with an excellent move-out.
- There will always be more questions, so please ask!

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Basic Homeowner Financial Responsibilities

This list is an overview of typical Owner responsibilities with property upkeep. It is not a comprehensive list. Repairs or replacements costs required due to resident misuse or neglect will be a resident responsibility.

- HVAC maintenance, repair, or replacement.
- HOA dues.
- Appliance repair or replacement. Appliances or systems present at the residence should be functional or made functional prior to leasing*. DPM does not recommend leaving washer/dryer.*
- Septic system pumped as needed.
- Dryer vent cleaned between tenancies.
- Roof or ceiling repair.
- Water heater repair or replacement.
- Plumbing issues due to failure of the plumbing system.
- Toilet seats, shower heads, faucets, wax rings for toilets as needed.
- Termite and rodent control. *Other pest control is resident responsibility.*
- Garage door related repairs - door, operators, springs, shaft, remotes.
- Electrical repairs and replacements (breakers, outlets, inoperable light switches, light fixtures, etc.)
- Installation cost of DPM's commercial grade locks designed for rentals.
- Re-key after each move-out.
- Chimney sweeping, periodic.
- Fence repair.
- Repair, painting, or replacement of home exterior elements (vinyl siding, brick, stucco, shutters, gutters, mailbox, fascia, etc.)
- Trimming of trees and mulch / pinestraw for flower beds (unless covered by HOA.)
- Weather stripping replacement as needed.
- Interior painting from normal wear and tear. (The general paint life expectancy in rentals is 7 years.)
- Flooring repair and replacement.
- Permits / licenses that are required for major repairs.
- Pressure washing as needed.

New Property Start Up Costs

Disciple Property Management is committed to making the start-up process simple, transparent, and predictable for property owners. The following outlines the standard start-up costs associated with onboarding a new property so you know exactly what to expect.

- **Leasing Fee - $400**
  - Due at the time you sign your Management Agreement. This fee initiates the onboarding process. Marketing will begin once the property is confirmed to be rent-ready.

- **Owner Reserve - $500**
  - Withheld from your first Owner Draw after your Resident pays their first month's rent. This reserve is held on your behalf by DPM and used for repairs under $500.

- **Management Fee - 10%**
  - Management fee of the gross monthly collections from the property.

- **Annual Renewal Fee - $75**
  - A renewal fee when the tenant extends their lease for the property beyond the initial one year term.

- **Lock Change Costs**
  - Georgia law requires locks to be changed before a new Resident moves in.
  - If the property is owner-occupied or the current Resident is vacating when DPM assumes management, we will change the locks.
  - Costs vary depending on the hardware required and will be withheld from your first Owner Draw, similar to the Reserve.
  - If an existing Resident will remain in place when we assume management, locks will not be changed until that Resident moves out and a new Resident is scheduled to move in.

- **Rent-Readiness Repairs**
  - If the home is not rent-ready when keys are provided to DPM, we can coordinate minor repairs, cleaning, and related services. All repair and service costs must be paid in advance.

- **Professional Carpet Cleaning**
  - Carpets must be professionally cleaned before new Residents move in. Because Residents are required to professionally clean carpets upon move-out, this ensures consistency and proper condition at turnover.

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Basic Onboarding Process

- Owner reviews the Owner Welcome Guide.
- Home visit / assessment is scheduled and completed. DPM and Owner discuss questions and expectations.
- DPM researches and provides a tentative rent recommendation via email.
- Management Agreement is signed electronically.
- Leasing Fee is collected (check or online payment).
- Owner electronically completes the Home Info Sheet and ACH form.
- Transition plan is set.
    - If the Owner manages their own repairs, those are completed before DPM takes possession.
    - If DPM manages repairs/cleaning, that occurs after possession.
- DPM receives keys and takes possession of the property.
- DPM conducts the Onboarding Inspection and determines rent-readiness.
- If repairs or cleaning are needed, DPM arranges services; payment is required before scheduling vendors.
- Marketing photos are taken once the home is rent-ready. Marketing begins only when the home is vacant and conditions allow.
- DPM provides regular marketing updates and advises on strategy adjustments as needed.
- DPM notifies the Owner when a Holding Fee is placed by an approved applicant and later when the Lease Start Date is set.
- DPM continues managing the property and communicating with the Owner as needed.

Specific steps in the onboarding process may differ depending on the owner's preferences and the property's condition.

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Considerations When Determining Rent Rates

Main factors Applicants consider when assessing a property online or in a viewing:

- Bedroom # / Bathroom #
- Square footage
- School system
- CLEANLINESS

Secondary factors Applicants consider when choosing between similar properties:

- Fenced yard
- Quality of finishes
- Neighborhood amenities

Factors that significantly impact HOW QUICKLY a property rents:

- Priced appropriately for the home, the neighborhood, the overall area, & the time of year.
- Market saturation. Are there lots of similar rental choices available?
- Popularity of location. Is the area in demand?
- Tidy landscaping / curb appeal.
- Are pets allowed?

EXCLUSIVE LEASING/MANAGEMENT AGREEMENT

In consideration of covenants herein contained, Disciple Real Estate Services Inc., dba **DISCIPLE PROPERTY MANAGEMENT** (hereinafter referred to as "Broker"), (hereinafter referred to as "Owner"), agree as follows:

EXCLUSIVE AGENCY

The Owner hereby desires to retain Broker as Owner's limited agent and grants Broker the exclusive right to lease, operate, and manage the property known as hereafter referred to as "Property") upon the terms set forth below for an initial period of Twelve (12) months

beginning the . This agreement shall continue for one year from the date of expiration and from year to year thereafter unless or until cancelled by Owner or by Broker upon 30 days written notice to the other. Once property is leased, this agreement is automatically extended until tenancy is terminated. In the event that Owner terminates this agreement, or if Broker terminates this agreement due to Owner's default, while property is under a lease, then Owner shall immediately pay Broker all fees and commissions that Broker would have earned during the term of lease had the agreement not been terminated. Broker may deduct the full amount of such fees and commissions from any monies being held or coming to Broker which would be due Owner. If the Property is not under a current lease, Owner may terminate Broker without cause with 30 days written notice.

1. LEASING:

A. Owner authorizes Broker to advertise the availability for rental of the above described property or any part thereof, and to display "FOR RENT" signs thereon and to sign leases for the premises or any part thereof. Broker may advertise the Property for lease in all media and reproduce and distribute image of Property in connection therewith. Owner agrees not to place any advertisements on Property or to advertise Property for lease in any media except with the prior written consent of Broker. Owner authorizes Broker to determine when to cease advertising the property as available for rent.

B. Owner authorizes Broker to place a lockbox on the property to be used in connection with the leasing, marketing, inspection, and maintenance of Property by Broker, Broker's affiliated licensees and employees, contractors, other real estate brokers and their affiliated licensees and other persons who may be authorized to access the Property. Owner understands that there have been isolated incidents of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the property. Broker recommends that Owner remove all valuables from the property while the property has a lockbox installed. Owner expressly acknowledges that any personal property left behind is at the Owner's risk. Owner hereby releases and discharges Broker, its agents, employees, and successors from any liability regarding Owner's personal property left on or in the property. Owner agrees to hold Broker harmless from any claims related to the use of lockbox on the property.

C. Owner acknowledges that Broker is a member of SABOR MLS listing services. Owner agrees that Broker may, but is not required to; file this listing with said services. Owner acknowledges that the listing services are not a party to this Agreement and are not responsible for errors or omissions on the part of Owner or Broker. Owner agrees to indemnify the services from against any and all claims, liabilities, damages or losses arising out of or related to the listing and lease of the Property.

D. Any rental agreement shall be in writing on the Broker's standard lease form. Owner authorizes Broker to approve or disapprove any proposed Tenant for any reason. Owner has the right to limit the rental rate and the lease term in writing prior to marketing the property for lease. Broker, from time to time, may request Owner to approve or disapprove of a proposed tenant. Owner's reason for denial cannot be contradictory to any Federal, State, or local Fair Housing guidelines. Upon Owner's inability or failure to approve or disapprove a proposed tenancy within 24 hours after notification by Broker of the receipt of an application to rent the property, Owner forfeits the opportunity for input on such matter.

2. MANAGEMENT:

A. To use due diligence in the management and maintenance of the premises for the period and upon the terms herein provided, and agrees to furnish the services of Broker's organization for the operating and managing of the herein described property; to collect rents due or that become due and give receipt therefore; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions to evict tenants and to recover possession of said premises; to sue in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or lawsuits or reinstate such tenancies.

B. To make available timely statements of receipts and expenses and to remit it to Owner the balance of such funds less any reserve balances monthly. In the event the expenses are in excess of the receipts collected by the Broker, the owner herby agrees to pay such excess promptly upon demand of the Broker. In addition, Broker may debit any other property's account of Owner to satisfy, or partially satisfy, balances owed on such account. Broker will prepare IRS Form 1099 and any other tax related forms or documents as may be required by law.

C. To deposit all receipts collected for Owner (less any sums properly deducted or otherwise provided herein) in a Trust account in a national or state institution qualified to engage in the banking or trust business separate from Broker's business account. However, Broker will not be held liable in event of bankruptcy or failure of a depository. Owner understands that proceeds from the property may be commingled in such account with proceeds from other properties managed by Broker.

D. To collect from the tenant a security deposit to encourage the tenant's fulfillment of the conditions of the rental agreement. Broker shall deposit and maintain such security deposit in his escrow account established for that purpose. Broker shall have sole discretion to execute the move-in and move-out inspection reports on Owner's behalf, and to apply the Security Deposit, upon termination of the lease, as provided in the rental agreement. Owner understands and acknowledges that Security Deposit will be maintained in a national or state institution may be in an interest bearing account, with such interest to be paid to Broker. Any pre-paid rental payments advanced by the tenant will also be deposited in Broker's Trust account and will be paid to owner as applied to current rent or other unpaid charges due from tenant.

E. To make or cause to be made, and supervise repairs, and to do decorating and cleaning on said premises; to purchase supplies and pay all bills therefore. The Broker agrees to secure the prior approval of the Owner before sending a contractor out to make repairs estimated to be in excess of $500.00 **(REPAIR LIMIT) for any single repair that is not an emergency.** Broker will attempt to contact Owner by telephone, email, or text to notify Owner of non-emergency repairs. For repairs in excess of the REPAIR LIMIT, after Broker has sent notice to Owner by telephone (including voicemail), email, or text of the non-emergency repair, the Owner will have 48 hours within which to respond to Broker's notification. If Owner has not replied to Broker within 48 hours, Owner authorizes Broker to use Broker's own best judgment with regard to the repair in order to protect and preserve the property, or to maintain services necessary to provide comfortable living standards for the Tenant. Broker has no obligation to contact Owner prior to handling monthly or recurring operating charges, any maintenance authorized by the Owner under this agreement, or emergency repairs in excess of the maximum, if in the opinion of the Broker such emergency repairs are necessary to protect the property from damage or to maintain services to the tenants (examples: HVAC, Electrical, plumbing, etc…) as called for in their lease. Any faults with the Property which are noted by any local, state, or federal inspector which constitute a health or safety violation will be treated as an emergency.

F. To hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises; it being agreed that all employees shall be deemed employees of the Owner and not the Broker. Broker may perform any of its duties through attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointments and retention.

G. To make contracts for electricity, gas, fuel, water, lawn care/landscaping, cleaning, trash or rubbish hauling and other services as the Broker shall deem advisable; the Owner to assume the obligations of any contract so entered until the termination of this Agreement.

H. To contract with, pay referral fees to, and receive referral fees from other Brokers, Contractors and other entities, including affiliates of Broker or companies owned by Broker, to perform services including, but not limited to, repairs, maintenance, pest control, insurance, debt collections, accounting, data processing, record keeping, legal fees and court costs. Any such arrangement with affiliates or companies owned by Broker will be on terms fair and reasonable to the Owner and no less favorable than could reasonably be realized with unaffiliated persons or companies. The Owner is herby aware that Broker may deduct these expenses from the monies coming to Broker that are due to the Owner.

I. To institute and prosecute legal actions and proceedings in Owner's name and behalf to terminate leases for cause, to remove tenants from Property, to recover for damages to the Property. For such purposes, Broker may employ attorneys and incur court costs and litigation costs at Owner's expense. Broker, in his discretion is also authorized to settle or compromise any such legal actions or proceedings.

3. OWNER'S RESPONSIBILITY. Owner hereby expressly appoints Broker as its agent to act on its behalf with respect to carrying out its duties enumerated herein.

Owner agrees:

A. **Indemnity:** To save the Broker harmless from all liabilities, claims and damage suits in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense, necessary public liability insurance adequate to protect the interests of thee parties hereto. Owner agrees to reimburse Broker for any loss or expenses incurred by Broker in defending or prosecuting any claim related to a tenant, or former tenant, of the property including the reimbursement of attorney's fees. Owner will maintain adequate fire and extended insurance coverage on the Property, and Owner will, at all times, maintain landlord's liability insurance of Owner and will cause Broker to be named as "additional insured" under such liability insurance. Owner will provide Broker with evidence of coverage prior to date of occupancy of tenant. The failure of Owner to add Broker as an "additional insured" shall in no way remove or reduce Owner's obligations to save the Broker harmless and reimburse the Broker for any loss or expenses as stated above. The Broker also shall not be liable for any error of judgment or for any mistake of fact of law, or for

anything which it may do or refrain from doing hereinafter, except in cases of willful misconduct or gross negligence. Not with standing any other provisions to the contrary, Broker shall under no circumstances have any liability greater than the compensation actually paid to Broker hereunder including commissions or, if no commission has been paid to Broker then a sum not to exceed One Hundred Dollars. Owner has removed all of Owner's personal property that Owner desires to remove and agrees to indemnify and hold Broker harmless from any liabilities, claims, or losses, related to any of Owner's personal property remaining on the subject Property.

B. **Property Condition:** To certify that unless otherwise provided herein, all systems and furnished appliances are in working condition. Owner certifies that the Property is in good and habitable condition now. Pursuant to O.C.G.A. Sections 44-7-13 and 44-7-2, Owner will, at all times, be responsible for maintaining the Property in a good and habitable condition, and in compliance with all applicable laws, ordinances, and regulation of all government authorities. Upon the execution of the agreement Owner will provide two sets of keys for the property.

C. **Lead-Based Paint:** That if any part of the dwelling located on the Property was built prior to 1978 or if Owner does not know when the Property was built, Owner agrees to provide a written disclosure by Owner, on a form approved by the Environmental Protection Agency, of the presences of any known lead-based paint and/or lead-based paint hazards, if any, in the dwelling.

D. **Owner' Property Disclosure Statement:** To complete a written Property Disclosure Statement for the Property, on a form acceptable to Broker, and authorizes Broker to provide a copy thereof to prospective tenants. Owner shall review and update Owner's Property Disclosure Statement so that new tenants are fully aware of the then current conditions affecting the Property.

E. **Notice of Propensity of Flooding:** To comply with O.C.G.A. 44-7-20, Owner hereby certifies to Broker the following: some portion or all of the living space or attachment thereto on Property has OR has not been flooded at least three times during the last five years immediately preceding the execution of this agreement. Flooding is defined as the inundation of a portion of the living space caused by an increased water level in an established water source such as a river, stream, drainage ditch, or as a ponding of water at or near the point where heavy or excessive rain fell.

F. **Nondiscrimination:** To fully comply with all laws and regulations that prohibit discrimination based on race, color, religion, sex, age, national origin, familial status or disability.

G. **Mortgage & Property Taxes:** To keep all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full as required. Should Broker be notified that a foreclosure action has been initiated against the subject property, then Owner authorizes Broker to freeze all of the Owner's funds related to that property and Broker will make no further disbursement to Owner. Owner will have 30 days to correct and make current the obligation that initiated the foreclosure action. Should owner fail to make current the obligation, thereby stopping the foreclosure action and providing Broker with written verification from the Mortgage company, Owner authorizes Broker to release the Tenant from their lease obligations, refund the security deposit to the Resident and to deduct from Owner's funds on hand with Broker all amounts due to Broker or Tenant including, but not limited to, any refund to tenant of prorated rent or expenses and all of the management fees, early termination fees or other fees that would be due to Broker through the end of the lease term. Owner and Broker agree that the tenant is not a third party beneficiary and nothing in this paragraph shall limit Broker's other legal remedies to collect from Owner any unpaid fees due to Broker.

_____ Owner declares that all mortgages on the property are current as of the date this agreement is signed by Owner. Owner agrees to notify Broker
Initials within 15 calendar days of the mortgage not being current. Owner understands that the Property will not be marketed for rent or re-rented if the mortgage obligations are not current. Owner understands that if Owner does attempt to rent a property when the mortgage payments are in arrears, Owner may be liable to the tenant for a claim of fraud.

H. Establish and maintain a cash reserve for the property in the amount of $500.00 to cover repairs and expenses.

I. **Locks:** Owner understands that Broker installs and maintains commercial grade locks on the Property at Owner expense. Owner understands that the commercial grade locks are rekeyed between tenancies at Owner expense. If or when Owner or Broker elect not to renew the Management Agreement, Owner understands that commercial grade locks will be replaced at Owner expense. Owner can purchase and provide replacement locks or Broker will do so on behalf of Owner.

4. **COMPENSATION:** Owner agrees to pay Broker:

A. **Leasing Fee:** A Leasing Fee of $400 when a new tenant is procured for the property.

B. **Annual Renewal Fee:** A renewal fee of $75 when the tenant extends their lease for the property beyond the initial one year term whether for an extended term or on a month to month basis. If the initial lease term, or any subsequent renewal terms, exceeds one year, the Renewal Fee will be charged on the anniversary of the start date of the lease. Should the Tenant not make twelve (12) rental payments for any renewal term Broker will apply a pro-rated refund from the last renewal fee charged toward the next procurement fee.

C. **Management Fee:** A management fee of 10% of the gross monthly collections from the property. This fee is charged based on the receipts collected from the tenant even during months when a procurement or renewal fee is charged.

D. **Negative Owner Cash Balance Charges:** Per paragraph 2. B. Owner agrees to send funds to Broker promptly whenever expenses for the Owner's accounts exceed the cash available within Owner's accounts. Should the Owner's cash balance become negative for any reason, Owner shall send the funds necessary to Broker to bring the Owner's accounts back to a cash balance of at least zero dollar within 15 days of receiving notice from Broker that the Owner's account has a negative cash balance. An email or the monthly statement sent by Broker indicating a negative cash balance shall be deemed "Notice" for the purposes of this paragraph. If Owner has not sent the necessary funds within 15 days of the date of notice to Owner, in order to comply with State law regarding Trust Accounts, Broker will need to use the Broker's funds to bring the cash balance back to zero. Each time Broker advances funds for Owner, Owner will pay Broker a monthly fee of $25.00 plus interest on the amount advanced at a rate of 1% of the unpaid balance per calendar month (or any portion of a calendar month. $10 minimum per calendar month) until the Broker's funds have been repaid in full.

E. **ACH Payment:** Owner understands and acknowledges that all funds paid from Broker to Owner will be remitted electronically.

F. **Advertising:** All forms of advertising will be at the discretion and expense of Broker. Owner agrees to reimburse Broker for any advertising expenses that are specifically directed or required by Owner.

G. **Court Appearance:** In the event Broker, or one of Broker's employees or agents, need to appear in court on behalf of Owner regarding an issue related to the subject property, Owner agrees to pay Broker an additional fee of $80 per court appearance.

H. **Owner Directed Trips to Property:** Should owner direct Broker, or one of Broker's employees or agents to meet someone at the property in order to gain access including, but not limited to, sales agents with other companies, delivery personnel, appraisers, or contractors, Owner agrees to pay Broker $80 per hour for the time spent waiting at the property, and the time spent during the appointment with a minimum fee due of $80 per trip to the property. Should Owner direct Broker, or one of Broker's employees or agents, to visit the property, Owner agrees to pay Broker $80 for each property visit.

I. **Managing Property Leased by Others:** In the event Broker is retained to manage a property whereby the tenant was obtained by someone other than Broker or his representatives Owner agrees to pay the Broker a fee of $300.00.

J. **Miscellaneous Charges: Broker is authorized to charge, and collect from tenants for the Broker's own account, fees for handling bad checks, rental application fees, administrative fees, and charges for late payment of rent if said rent is forwarded to Owner during the Owner's normal payment cycle without delay. If the rent is paid after the Owner's normal payment cycle (the 15th of each month) and, therefore, interrupts the Owner's normal payment cycle the associated late fee will be disbursed as follows: Owner shall receive 50% of the late fee and broker shall receive the other 50%.** Owner understands that Broker often charges the Tenant a non-refundable administrative fee at the initial move-in. Should Tenant move out of the property owing more than the amount of the security deposit, Broker agrees to credit the amount of the non-refundable administrative fee paid by the Tenant to the Owner's account.

5. SALE OF PROPERTY

If Owner sells the property to a Tenant obtained by Broker (or spouse, relative, or roommate of such Tenant), either during the term of a lease or for a period of one year after the Agreement between Owner and Broker is terminated, Owner agrees to pay Broker a sales commission. The sales commission due if the Tenant (or spouse, relative, or roommate of such Tenant) purchases the property shall be 6% of the sales price. This obligation shall survive the expiration or termination of this Agreement. Should Broker be the only broker involved with the sale transaction, Management may agree to reduce the sales commission to 4% of the sales price.

6. DISCLOSURES Owner acknowledges that:

A. Owner has not relied upon any advice, representations or statements of Broker and waives and shall not assert any claims against Broker involving advice, representations or statements not specifically referenced in the Special Stipulations. Owner agrees that Broker shall not be responsible to advise Owner on any matter including, but not limited to, the following: insurance, any matter which could have been revealed through a survey, title search or inspection of the property, the condition of the property, any portion thereof, or any item therein; the necessity or cost of any repairs to the property, hazardous or toxic materials, the tax or legal consequences of any lease transaction; the appraised or future value of the property, any condition(s) existing off of the property which may affect the property, the creditworthiness of prospective tenants, the uses and zoning of the property whether permitted or proposed, and any matter relating to crime and security in and around the property. Owner acknowledges that Broker is not an expert with respect to the above described matters and that if any of these matters or any other matters are of concern to Owner, Owner shall seek independent expert advice relative thereto.

B. Broker's office brokerage relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Owner Agency), Buyers (Buyer Agency), and Sellers and Buyers in the same transaction with Designated Agency. Broker does not represent tenants. Owner hereby consents to Broker acting in a Designated Agency capacity in transactions in which Broker is representing Owner and a prospective purchaser. With Designated Agency, Broker assigns one or more of its affiliated licensees exclusively to represent Owner and one or more of its other affiliated licensees exclusively to represent the prospective purchaser.

C. Broker will make disclosures to Tenants and Buyers about Owner's property in reliance on information Owner provides and based on Broker's actual knowledge, and Owner's obligation to disclose material adverse facts about the property are not changed by this agreement.

Owner Initials_____ Owner Initials_____ Owner Initials_____

D. Owner acknowledges and agrees that with regard to any property in which Owner intends to rent, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.

E. Broker agrees to keep all information which Owner asks to be kept confidential by express request or instruction unless the Owner permits such disclosure by subsequent work or conduct or such disclosure is required by law. Broker may not knowingly give customers or tenants false information. In the event of a conflict between Broker's duty not to give customers and tenants false information and the duty to keep the confidences of Owner, the duty not to give customers and tenants false information shall prevail. Unless specified below, Broker has no other known agency relationships with other parties which would conflict with any interests of Owner.

F. Broker shall owe no duties to Owner nor have any authority to act on behalf of Owner other than what is set forth in this Agreement.

G. Broker may provide assistance to prospective tenants and buyers without violating any duties to Owner.

H. Broker may show alternative properties to tenants and buyers and provide information to same.

I. Broker may list the property in the local Multiple Listing Services and allow other brokers and agents not affiliated with Broker to show the subject property to prospective tenants while the property is on the market for rent. Broker will be responsible for any referral fee or commission split due to another broker that provides a qualified tenant unless alternative arrangements are made in advance with Owner. Broker will not be responsible for actions of other brokers or their affiliated licensees.

J. Owner understands and acknowledges that Broker's maintenance department, Coastal Home Maintenance LLC (CHM), operates as a general contractor to provide work order and invoice tracking, insurance coverage, quality control and accounting support for maintenance and repair services through subcontractors. Disciple Property Management works for profit! Owner is not required to use CHM or any of Disciple's subcontractors to perform any work on the property. All contractors and subcontractors that perform work on property managed by Disciple Property Management should be covered by Workers Compensation and General Liability insurance. Any contractors that do not carry their own policy may be covered under CHM policy. The full amount of the contractor's invoice would be paid to CHM. CHM would then pay the un-insured sub-contractor a discounted amount of the invoice Disciple would keep the discount to offset the cost of the insurance premium and accounting support. This same discounting procedure is offered to some insured contractors that require payment immediately after work is completed in order that Disciple might provide more contractor options to our clients. CHM may also collect a 15% upcharge on work or receive discounts for vendors to pay for services.

K. The invalidity or partial invalidity of any provision of this agreement shall not render the remainder of this agreement invalid or unenforceable.

L. Privacy - Contact information collected will not be shared with 3rd party vendors for marketing or promotional purposes. Owner consents for Broker to share contact information with 3rd party vendors when appropriate in the due course of business.

7. OTHER PROVISIONS

A. **Notices:** Except as otherwise provided herein, all notices, including demands, counter-offers, acceptances, amendments, notices of termination, and other notices permitted or required hereunder shall be in writing and signed by the party giving the notice. All notices shall be delivered either: (1) in person, (2) by an overnight delivery service, prepaid, (3) by facsimile transmission (FAX) or (4) by the US Postal Service, postage prepaid or (5) by e-mail. Notice shall be deemed to have been given as of the date and time it is actually received. Notice by FAX shall be deemed to have been given as of the date and time of the transmission if the sending FAX produces a written confirmation with the date, time and telephone number to which the notice was sent. All notices or other communications required to be given under the agreement, or otherwise necessary to be given, shall be deemed to have properly been given to owner at the address shown below Owner's signature on this Agreement, and to Broker at Unit 3, 11258 Ford Ave. Richmond Hill, Ga 31324. Either Owner or Broker may change the address at which notices are to be received by giving the other party 10 days prior written notice of any such change. A facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the notice if the e-mail is sent from the e-mail address of that party and is signed with a "secure electronic signature" as that term is defined under Georgia law.

B. **Assignment:** This Agreement may be assigned by Broker to another real estate broker licensed in the State of Georgia upon notice to Owner. Any assignee shall fulfill all of the terms and conditions of this Agreement.

C. **Credit Report Disclosure:** Owner understands and agrees that all credit report information provided to Broker by applicants or credit reporting agencies is strictly confidential and is the sole property of Broker and Broker has no duties to provide information to Owner.

D. **Time of Essence:** Time is of the essence of this Agreement.

E. **Responsibility to Cooperate:** All parties agree to take all actions and do all things reasonably necessary to fulfill in good faith and in a timely manner the terms and conditions of this Agreement.

Owner Initials_____ Owner Initials_____ Owner Initials_____

F. **Governing Law:** This Agreement is intended as a contract for the leasing and/or management of real property and shall be interpreted in accordance with the laws of the State of Georgia. Owner and Broker consent to the exclusive jurisdiction and venue of the Superior Court of Bryan County to hear and adjudicate any dispute rising out of this agreement. As a condition precedent the initiation of any litigation, the complaining party shall present, with its initial filing, a written statement signed by a certified mediator in Bryan or Chatham County, certifying that the parties attempted to resolve their dispute in good faith and were unable to do so.

G. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

H. **Entire Agreement:** This agreement constitutes the entire agreement between Owner and Broker and there are no prior oral statements or representations by either Owner or Broker which are binding on either party. This Agreement and the terms and conditions herein may not be amended, modified, or waived except by written agreement of Owner and Broker. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of right of the parties later to insist on such strict adherence.

I. **Pet Policy:** New tenants with approved pets pay a Non-Refundable Pet Fee and additional monthly Pet Rent to Disciple Property Management, which is retained in a designated fund. These funds are visible in the Owner Statement as "Pet Guarantee" and "Non-Refundable Pet Fee," but are not paid to the Homeowner. ***Homeowners then have up to a $2,000.00 guarantee from Disciple Property Management for damages related to those pets at tenant move out, above and beyond tenant Security Deposit.***

Owner agrees to allow pets? YES or NO What are the pet's that are allowed or not allowed:

YES - Pet Specifics (if any): _____

NO - Pet Specifics (if any): _____

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY OWNER. THE ABOVE AGREEMENT IS HEREBY ACCEPTED, _____ O'CLOCK ____ M ON _____.

This agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and permitted assigns. IN WITNESS WHEREOF the parties hereto have affixed or caused to be affixed their representative signatures this date _____.

_____
Owner(s) or Authorized Signer(s) Signature

_____
Owner(s) or Authorized Signer(s) Signature (PRINT)

_____
Address

_____
City State Zip

_____
Home Phone Office Phone

_____
Fax Number Mobile Phone

_____
Social Security # or Federal Tax ID #

_____
E-Mail Address

Disciple Real Estate Services, Inc.
Georgia Real Estate License # H-45796

_____
Broker's Signature

Paul R. (Bo) Longgrear II Ga License # 181098
Broker

Owner Initials_____ Owner Initials_____ Owner Initials_____