

POINTER RIDGE MANAGEMENT, LLC RESIDENTIAL MANAGEMENT AGREEMENT

This agreement dated _____ is made by and between

_____ and Company: _____ jointly and severally, (Enter owner of record; personal name) (If applicable) whose address is _____ ("Owner"), and Pointer Ridge Management, LLC, whose mailing address is PO Box 38421 Baltimore, MD 21231 ("Agent.")

1. Term of Agreement. This Agreement shall be effective beginning _____ and continue for one year until the date of termination _____.

2. Agency. The Owner hereby employs the Agent to lease and manage the Owner's single family or multi-unit residence(s) ("Property") located and described as follows:

See attached Addendum A made a part hereof by reference.

3. Duties of Agent. In order to properly manage and lease the property, the Agent shall have the following duties and responsibilities:

A. Best Efforts. The Agent shall use its best efforts to attract and retain tenants for the property.

B. Lease Negotiations. The Agent shall handle all negotiations with tenants with respect to leases. All such agreements are subject to the approval of the Owner. However, the Owner may provide the Agent with authorization to lease under certain specified terms and conditions.

C. Property Showings. The Agent shall coordinate property showings for any prequalified prospective tenant and make reasonable efforts to persuade prospective tenant to apply for tenancy in the property.

D. Employees. The Agent shall employ, supervise, discharge, and pay all employees or independent contractors who are reasonably required in the proper management and operation of the property.

E. Supplies. The Agent shall purchase all necessary supplies for the proper management of the property.

F. Repairs and Maintenance. The Agent shall contract for or undertake the making of all necessary repairs and the performance of all other necessary work for the benefit of the property including all required alterations to properly carry out this contract. However, no expenses shall be incurred for such matters in excess of \$500.00 for any single item without the consent of the Owner, except where required during an emergency.

G. Payment for Repairs, Modernization, Renovations, & Maintenance. Owner agrees to prompt payment of authorized and approved repairs. Repair bills will be paid through the property reserves or collection of monthly rents, but may require separate billing to cover any additional money owed or expected to be incurred. Large repairs may require Owner to pay to

Agent in advance for the successful performance of the project to pay vendors and Agent may suspend the project until Owner properly funds project. Agent may require Owner to make a down payment for work in the amount of 1/3 of the estimate when Agent determines need arises due to the financial estimate. In cases where Owner hasn't made a payment to Agent and Agent manages multiple properties for Owner, Owner agrees that Agent may take money from one property to pay for the bill of the other(s). This will be reflected on the financial statements as an owner contribution and/or draw between properties. Upon approval of Owner, Agent may utilize Owner's method of payment on file to make bill payment(s).

H. Property Reserve. The Owner shall ensure each property managed maintains at least a \$500 reserve with the Agent at all times or within five business days after notice by Agent that reserve is not sufficient. **The reserve may be received through the course of monthly rent collection until the required balance has been obtained.** The Owner is entitled to a refund of the balance upon termination of this agreement if all other balances are satisfied.

I. Mortgages and Other Expenses. The Agent will not pay mortgage payments, taxes, insurance, utilities or HOAs., but shall pay vendors for repairs.

J. Late Rent Filing and Collections. Unless otherwise expressed, Owner agrees to utilize Agent's late rent court filing and collection services if Agent files for late rent in court or a tenant is evicted, moves, or abandons the property with a balance. The Agent will not reimburse the Owner, if Owner incurs expense in performing these actions himself.

K. Miscellaneous. The Agent shall also perform all necessary tasks as required for the proper management, upkeep and operation of the property as customarily be performed by a Managing Agent of this type of property. **See attached Addendum B made a part hereof by reference.**

L. Collection of Rents. The Agent shall collect the rents and other income from the property promptly when such amounts come due taking all necessary steps to collect the same and performing all reasonable acts on behalf of the Owner for the protection of the Owner in collection of such amounts. This includes collection of the security deposit and first month's rent for new tenants.

M. Financial Records. All monies collected by the Agent shall be deposited into a bank account or accounts as required by the Owner. Such monies of the Owner shall not become commingled with funds of the Agent. However, the Agent may withdraw monies from such accounts as necessary to properly perform this contract and in payment of compensation as required by this contract. The Agent shall provide the Owner with statements accounting for all expenses and will open its records to the Owner through the online Property Portal. **To view, go to Reports. Besides these financial statements, you may wish to review Rental Owner statements monthly to view the performance of your properties.**

N. Payments to Owner. The Agent will make payments to the Owner by the 20th of every month from the collection of rents, unless rent is late from said tenant(s) or not paid.

O. Renter's Insurance Policy. Agent shall require that tenants obtain and keep a renter's insurance policy of their choosing. This insurance protects the personal belongings of the tenants from damage or theft that is not covered by the Owner's property insurance policy.

P. Acceptance of Engagement and Appointment. The Agent hereby accepts the foregoing appointment and agrees to use its best efforts and perform for the account of, on behalf of, and at the expense of, Owner all services indicated below:

Services Provided:

Maintenance:

- Preparing unit(s) for re-rent
- Coordinating routine maintenance
- Providing 24-hour call center for maintenance support
- Receiving maintenance requests from tenants and dispatching subcontractors
- Performing other repairs as directed by Owner
- Scanning and uploading bills and invoices
- Move-in and move-out inspections on unit(s)
- Performing maintenance and repairs after Owner coordination

Rent Collection and Bookkeeping:

- Collecting rent
- Assessing and collecting late fees
- Reconciling security deposits
- Disbursing funds monthly by electronic transfer
- Serving tenant notices
- Providing Owner access to comprehensive online accounting portal including:
 - Financial Statements
 - General Ledger
 - Tenant Ledgers

4. Compensation of Agent. See Addendum C for full Fee Schedule and methods of payment.

5. Duties of the Owner. The Owner will provide all necessary documents and records, as described below, and agrees to fully cooperate with the Agent or Agent's representative in all management and/or maintenance matters with respect to this contract. Property management services will not begin until all requirements have been met. The Owner will provide the Agent with a comprehensive list of items to begin management of the unit(s). **Furthermore, Owner will provide Agent with monthly water bills for Agent to add to rental ledgers. Owner will pay water bills and Agent will collect reimbursement for Owner. This is required if Tenant is to be responsible for water payments or reimbursements. In some cases, Tenants may be authorized to pay directly to the City and Agent will monitor monthly billing and payment status and alert Owner if there is a delinquency.**

6. Security Deposit. Agent collects and holds security deposit into escrow account during the residency of each tenant. Maryland law dictates that interest accumulate at a specified rate. Owner shall be responsible for paying accrued interest upon any security deposit refund. Additionally, Agent authorizes the use of a Security Deposit alternative to qualified applicants and tenants which covers the Owner in the same method as a traditional security deposit.

7. Indemnity. The Owner shall indemnify and hold the Agent completely harmless with respect to liability and damages, costs and expenses in connection with any damage or injury whatsoever to persons or property arising out of the use, management, operation, occupation, ownership, maintenance or control of the property or out of any matter or thing with respect to which it is elsewhere in this contract provided or agreed that the Agent shall not be under responsibility. However, the Owner will not indemnify the

Agent against the willful misconduct of the Agent, its employees, contractors, etc. Agent will not reveal to anyone, unless mandated by federal, state or municipal law, the name, address or any other information concerning the Owner.

8. Additional Insured. Owner must maintain valid property insurance during the duration of management and will add Agent as ‘additional insured’ on Owner’s property insurance policies prior to commencement of management services. We recommend owner check coverages and potential cost savings at <https://pointerridge.steadilypartner.com/>. Owner must list Agent as follows:

Pointer Ridge Management, LLC
 PO Box 38421
 Baltimore, MD 21231

9. Termination of Contract. This contract may be terminated at any time by the Owner or Agent written notice. Refer to Addendum C for any associated fees. If the management agreement is terminated during an active lease, Owner must obtain a new lease with tenant without Pointer Ridge Management listed. Agent may unilaterally suspend or terminate contract at any point if Owner fails or refuses to pay unpaid balances in a timely manner after Agent provides such notice to Landlord. In such instances, all outstanding balances and bills will become immediately due before management services resume.

10. Modification. This contract may not be modified, altered, or amended in any manner except by an agreement in writing executed by the parties hereto.

11. Who is Bound. This contract is binding upon the parties hereto, their representatives, successors and assigns.

12. Disputes. This Agreement is governed by the laws of the State of Maryland, and any dispute arising hereunder must be brought in a court of competent jurisdiction in Maryland. In the event of litigation, the parties agree to reimburse the prevailing party’s reasonable legal services fees, court costs, interest at 10%, and all other expenses, in addition to any other relief to which the prevailing party may be entitled.

13. Agent Contact Information and Hours of Operation. The Agent’s normal hours of operation are Monday - Friday between 9am - 5pm. The leasing office is open Monday - Friday between 9am - 5pm. The Agent receives work orders 24 hours a day via phone call, email and user account messaging. The Agent can be reached in the following methods:

Phone: (888) 501-5422
 Email: Management@PointerRidge.com
 US Postal Mail: PO Box 38421, Baltimore, MD 21231
 User Account: www.Buildium.com

14. Online Portal. Upon becoming a client, Owner will receive online account to view property performance(s), and to obtain reports.

 Owner Date

 Owner Date

 Agent Date

Addendum A

Respective addresses of properties that the Agent will be managing:

1. _____
Number Street City State Zip Code
2. _____
Number Street City State Zip Code
3. _____
Number Street City State Zip Code
4. _____
Number Street City State Zip Code
5. _____
Number Street City State Zip Code
6. _____
Number Street City State Zip Code
7. _____
Number Street City State Zip Code
8. _____
Number Street City State Zip Code
9. _____
Number Street City State Zip Code
10. _____
Number Street City State Zip Code
11. _____
Number Street City State Zip Code
12. _____
Number Street City State Zip Code
13. _____
Number Street City State Zip Code
14. _____
Number Street City State Zip Code
15. _____
Number Street City State Zip Code

Addendum B Services Provided

Identify and evaluate investment property opportunities

- Property management services available for residential properties, including single- and multi-family residences,
- Advertise through local media or other sources

Collect rents

- Collect first month's rent and adequate security deposit upon lease signing
- Bill and collect monthly rents during the entire term of the lease
- Process late filing and evictions, as needed
- Computer-based billing and recordkeeping system that ensures timely rent notification and collection

Prepare comprehensive reports

- Provide monthly itemized statements (includes all rent collected plus costs/receipts for maintenance)
- Develop annual statement for tax purposes
- Preparation of all documents for legal and binding leases as prepared by landlord/tenant law attorney
- Keep track of tenant occupancy through move in/move out reports
- Provide access to or copies of all documentation related to tenants as requested by Owner

Rehab, repair and maintain property

- Coordinate general contractors for repairs and general maintenance on staff
- 24/7 availability
- Facilitate all insurance claims
- Handle all inquiries and requests from tenants

Screen and acquire tenants

- Solicit, acquire and screen all prospective renters and tenants via:
 - credit reports
 - rental history
 - references
 - employment records
 - criminal background checks



Addendum C
Platinum Package Service Fee Schedule

Refer to the Rental Owner Welcome Packet for more information.

Owner

Date

Owner

Date

Agent

Date

DRAFT