

WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS) (FOR LANDLORDS)

*NOTE: This form is designed for use by agents working with landlords. It is similar, but not identical, to the "Working with Real Estate Agents Disclosure (For Sellers)" published by the NC Real Estate Commission (available as NCR Standard Form #520), which **must** be used by agents working with sellers.*

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate lease transaction, it is important that you understand whether an agent represents you.
- Real estate agents should (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this landlord.



Landlord's Agency (listing agent): The agent who gave you this form (and the agent's firm) must enter into a written listing agreement with you before they begin to market your property for lease. If you sign the listing agreement, the listing firm and its agents would then represent you. The tenant would either be represented by an agent affiliated with a different real estate firm or be unrepresented.



Dual Agency: Dual agency will occur if your listing firm has a tenant-client who wants to lease your property. If you agree in a written agency agreement, the real estate firm, and any agent with the same firm (company), would be permitted to represent you and the tenant at the same time. A dual agent's loyalty would be divided between you and the tenant, but the firm and its agents must treat you and the tenant fairly and equally and cannot help you gain an advantage over the other party.



Designated Dual Agency: If you agree in a written agency agreement, the real estate firm would represent both you and the tenant, but the firm would designate one agent to represent you and a different agent to represent the tenant. Each designated agent would be loyal only to their client.



Tenant Agent Working with an Unrepresented Landlord (For Lease By Owner): The agent who gave you this form will not be representing you and has no loyalty to you. The agent will represent only the tenant. Do not share any confidential information with this agent.

Note to Landlord: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Landlord's signature	Landlord's signature	Date

208336

Flagship Property Management

Agent's name

Agent's license no.

Firm name



EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT
Long-term Rental Property

This Exclusive Property Management Agreement is entered into by and between _____ (“Owner”) and Flagship Property Management, LLC (“Agent”).

IN CONSIDERATION of the mutual covenants and promises set forth herein, Owner hereby contracts with Agent, and Agent hereby contracts with Owner, to lease and manage the property described below, as well as any other property Owner and Agent may from time to time agree in writing will be subject to this Agreement (the “Property”), in accordance with all applicable laws and regulations, upon the terms and conditions contained herein.

1. Property. City: _____ County: _____, NC
Street Address: _____ Zip Code: _____
Other Description: _____

☐ **MULTIPLE PARCELS** (check if applicable). Additional parcels of real property are the subject of this Agreement, as described in the attached Multi-Parcel Addendum. The term “Property” as used herein shall be deemed to refer to all such parcels unless specifically indicated otherwise.

2. Duration of Agreement. This Agreement shall be binding when it has been signed and dated below by Owner and Agent. It shall become effective on 12 Months (“Effective Date”) and shall be for an initial term of 30 DAYS PRIOR TO THE CONCLUSION OF THE INITIAL TERM, EITHER PARTY MAY NOTIFY THE OTHER PARTY IN WRITING OF ITS DESIRE TO TERMINATE THIS AGREEMENT, IN WHICH CASE IT SHALL TERMINATE AT THE CONCLUSION OF THE INITIAL TERM. IF NOT SO TERMINATED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF 12 Months EACH UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS DESIRE TO TERMINATE THIS AGREEMENT AT LEAST 60 DAYS PRIOR TO THE CONCLUSION OF ANY SUCH RENEWAL TERM, IN WHICH CASE THIS AGREEMENT SHALL TERMINATE AT THE CONCLUSION OF SUCH TERM.

3. Agent’s Fees.

(a) **Management Fees.** For management services performed hereunder, Owner shall compensate Agent in the following manner:

- ☒ A fee (“Fee”) equal to (complete all that apply):
- (i) Ten Point Zero percent (10 %) of total gross rental income received on all rental agreements
 - (ii) \$ _____ per month for each month that the Property is occupied
 - (iii) \$ _____ per month for each month that the Property is vacant
- ☒ Other (describe method of compensation): Minimum of \$95 per month

☒ (Check if applicable) Agent may from time to time provide services for Owner or arrange services for Owner from third-party vendors, including but not limited to services relating to maintenance, repair and/or improvements to the Property. Owner agrees that Owner shall compensate Agent for the provision or arrangement of any such services in the following manner: Agent may be compensated from vendors not to exceed 10% of the invoiced amount.
A 10% coordination fee added to each invoice (maximum of \$350 per invoice).

Note: No fees may be deducted from any tenant security deposit until the termination of the tenancy. Thereafter, any fees due Agent from Owner may be deducted from any portion of the security deposit due to Owner.

(b) **Sale to Tenant.** If a tenant who occupies the Property during the term of this Agreement (including the initial or any renewal term) enters into an agreement to purchase the Property anytime during the term of this Agreement or during the initial term of the lease (if the initial term of the lease ends after the expiration of this Agreement), Owner agrees to pay Agent a fee of 3% of purchase price, which shall be due and payable upon closing on the Property.

(c) **Fee Owed at Termination at Conclusion of Initial or Renewal Term.** Upon termination of this Agreement by Owner at the conclusion of the Initial or a Renewal Term, Owner shall pay Agent an amount equal to the Fee Agent would have been entitled to receive during the remaining term of any rental agreement in effect at the time of Owner's termination.



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Owner Initials _____ Agent Initials _____



4. Early Termination Fee: IF, PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS AGREEMENT, (I) OWNER TRANSFERS THE PROPERTY (WHETHER BY SALE OR OTHERWISE), (II) OWNER TERMINATES THIS AGREEMENT WITHOUT LEGALLY SUFFICIENT CAUSE, OR (III) AGENT TERMINATES THIS AGREEMENT FOR LEGALLY SUFFICIENT CAUSE, OWNER SHALL PAY AGENT AN AMOUNT EQUAL TO THE FEE AGENT WOULD HAVE BEEN ENTITLED TO RECEIVE DURING THE BALANCE OF THE THEN-EXISTING TERM OF THIS AGREEMENT, INCLUDING ANY FEE OWED UNDER PARAGRAPH 3(c).

5. Other Fees: Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but not limited to, fees to cover the costs of processing tenant rental applications. If, in Agent's discretion, tenant leases provide for late payment fees and/or returned check fees, such fees, when collected by Agent, shall belong to Agent (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected, held and disbursed in accordance with the Act and paragraphs 10, 17, and 21 of this Agreement.

6. Authority and Responsibilities of Agent: During the time this Agreement is in effect, Agent shall:

- (a) Use reasonable skill, care, and diligence to manage the Property;
- (b) OFFER THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY; USE AGENT'S BEST EFFORTS TO SOLICIT, SECURE AND MAINTAIN TENANTS, INCLUDING THE AUTHORITY TO NEGOTIATE, EXECUTE, EXTEND AND RENEW LEASES IN OWNER'S NAME FOR TERMS NOT IN EXCESS OF 24 Months;
- (c) Collect all rentals and other charges and amounts due under tenant leases and give receipts for amounts so collected;
- (d) Deliver to Owner within 45 days following the date of execution of any rental agreement an accounting which sets forth the name of the tenant, the rental rate and rents collected, and promptly provide a copy of any rental agreement to Owner upon reasonable request;
- (e) Provide Owner monthly statements of all monies received and disbursed in connection with Agent's management of the Property, and remit to Owner rental proceeds collected, less any deductions authorized hereunder; provided: (1) this shall not constitute a guarantee by Agent for rental payments that Agent is unable to collect in the exercise of reasonable diligence; (2) if, pursuant to this Agreement or required by law, Agent either has refunded or will refund in whole or in part any rental payments made by a tenant and previously remitted to Owner, Owner agrees to return same to Agent promptly upon Agent's demand; and (3) any rents pre-paid by a tenant shall be held in trust by Agent and disbursed to Owner as and when they become due under the terms of the tenant's lease;
- (f) Make arrangements on Owner's behalf for any repairs which, in Agent's opinion, may be necessary to preserve, maintain and protect the Property; provided, Agent may not make arrangements for any repairs that exceed \$ 500 without prior written approval of Owner, except that in the case of an emergency, Agent may, without prior approval, make arrangements for whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property or prevent further damage from occurring;
- (g) Answer tenant requests and complaints and perform the duties imposed upon Owner by tenant leases or any local, state or federal law or regulations, including the authority to purchase such supplies and hire such labor as may be necessary in Agent's opinion to accomplish any necessary repairs;
- (h) Retain such amounts from Owner's rental proceeds as may be necessary from time to time to pay expenses associated with the management and operation of the Property for which Owner is responsible hereunder. Agent will establish and maintain a fund on Owner's behalf in the amount of \$ 500 from which expenses may be paid, but Owner acknowledges and understands that Agent may from time to time retain additional amounts as Agent notifies Owner in advance in writing are reasonably necessary; Negotiate partial refunds with tenants if, in Agent's reasonable opinion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly);
- (i) Institute and prosecute such proceedings in small claims court as may be necessary and advisable, in Agent's opinion, to recover rents due the Owner from tenants or to evict tenants and regain possession, including the authority, in Agent's discretion, to settle, compromise and release any and all such small claims proceedings; provided, that with respect to any such small claims proceeding, Agent shall have actual knowledge of the facts alleged in the complaint; and
- (j) _____

7. Cooperation With/Compensation To Other Agents: Agent has advised Owner of Agent's company policies regarding cooperation and the amount(s) of any compensation, if any, that will be offered to subagents, tenant agents or both. Owner authorizes Agent to (Check ALL applicable authorizations):

- ☐ Cooperate with subagents representing only the Owner and offer them the following compensation: _____
- ☐ Cooperate with tenant agents representing only the tenant and offer them the following compensation: _____
- ☐ Cooperate with and compensate agents from other firms according to the attached company policy.

Agent will promptly notify Owner if Agent offers compensation to a cooperating agent(s) that is different from that set forth above.

8. **Marketing.** Owner authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including the authority to: (*Check ALL applicable sections*)

- ☒ place "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.
- ☒ submit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of Agent's associates participates and to furnish to such listing service notice of all changes of information concerning the Property authorized in writing by Owner. Owner authorizes Agent, upon execution of a rental contract for the Property, to notify the listing service of the rental, and to disseminate rental information, including rental price, to the listing service, appraisers and real estate brokers.
- ☒ advertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the extent and in such manner as Agent may decide.
- ☒ display information about the Property on the Internet either directly or through a program of any listing service of which the Agent is a member or in which any of Agent's associates participates, and to authorize other firms who belong to any listing service of which the Agent is a member or in which any of Agent's associates participates to display information about the Property on the Internet in accordance with the listing service rules and regulations. Owner also authorizes any listing service of which Agent is a member or in which any of Agent's associates participates to use, license or sell to others information about the Property entered into the listing service. Owner specifically authorizes the display of the address of the Property, automated estimates of the market value of the Property and third-party comments about the Property. If Owner desires to limit or prohibit Internet advertising as set forth above, Owner must complete an opt-out form in accordance with listing service rules.

(NOTE: NCR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or may not be effective.)

9. **Representations of Owner.** Owner represents to the best of Owner's knowledge that at the time of entering into this Agreement:

- (a) Owner is not under bankruptcy protection under United States law;
- (b) The Property is not subject to a foreclosure proceeding;
- (c) All past and current property taxes, mortgage payments, governmental or owners' association assessments associated with the Property have been paid

10. **Responsibilities of Owner:** During the time this Agreement is in effect, Owner shall:

- (a) Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of: (i) NC General Statutes Section 42-42, including but not limited to the placement of new batteries in a battery-operated smoke or carbon monoxide alarm at the beginning of a tenancy, (ii) any other local, state or federal law or regulations and (iii) tenant leases, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses;
- (b) Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees; and further, pay interest at the rate of Thirty Point Zero percent (30%) per year on the amount of any outstanding balance thereof not paid to Agent within 30 days of Agent's written request therefore;
- (c) NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY;
- (d) Carry and maintain continuously, at Owner's expense, comprehensive general liability insurance against claims or demands arising out of, or in any way connected with, the operation, leasing and maintenance of the Property, including property damage and bodily injury, in the amount of not less than \$ 1,000,000, which policy shall, without cost to Agent, include Agent as an additional insured, and provide at least annually a copy of such insurance policy or policies to Agent upon Agent's request. Owner is advised to consult with an insurance professional for advice on how much comprehensive general liability insurance Owner should carry on the Property. See paragraph 36.

- a. By signing this Agreement, Owner directs their current insurance carrier to add Agent as an additional insured to any current or subsequent insurance policy applicable to Owner, and further directs their insurance carrier to send a copy of the insurance policy to Agent. Owner's current insurance company information is:
Insurance Company: _____
Insurance Agent Name: _____
Insurance Agent Phone and Email: _____
Should the information about Owner's insurance carrier change, Owner agrees to immediately notify Agent.
- b. Should Owner fail to secure insurance as required in this paragraph, Agent is authorized to secure insurance coverage at Owner's expense.
- (e) Indemnify and hold Agent harmless to the extent allowable by law from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages, including but not limited to, those arising out of any injury or death to any person or loss or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the Property by Agent or the performance or exercise of any duty, obligation or authority set forth herein or hereafter granted to Agent, or arising out of a tenant's breach of any lease for the Property, except to the extent that such may be the result of gross negligence or willful or intentional misconduct by Agent;
- (f) Be responsible for timely payment of all property taxes, mortgage payments, governmental or owners' association assessments associated with the Property, and any other expenses which could become a lien against the Property, and for promptly notifying Agent in the event that Owner receives any notice(s) from the holder of any loan or from any other lien holder of any kind, regarding a default in payment, threatened foreclosure or the filing of a foreclosure proceeding; and
- (g) Owner to pay \$400 leasing fee for newly signed leases (\$200 marketing value) and \$150 for
lease renewals. Please note, for properties with canceled management after marketing has
begun, but before the lease has been established, the marketing portion of the fee will
still be charged. Contract cancellations are subject to a \$300 cancellation fee.

11. **Tenant Security Deposits.** Agent may, in Agent's discretion, require tenants to make security deposits in an amount permitted by law to secure tenants' lease obligations (such security deposits shall hereinafter be referred to as "Tenant Security Deposits"). If the Agent requires Tenant Security Deposits, they shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association. Upon the commencement of this Agreement, Owner shall deliver to Agent a list of any current tenants who previously made Tenant Security Deposits under existing leases and the amounts thereof. Simultaneously therewith, any such Tenant Security Deposits shall be placed in a trust account in Agent's name in a North Carolina bank or savings and loan association, and shall thereafter be administered in accordance with this Agreement.

12. **Pets.** Tenants (*check one of the following*) ☐ shall not be allowed to bring Pets onto the Property ☐ shall be allowed to bring pets onto the Property on a case-by-case basis in accordance with Agent's company policy, a copy of which shall be provided to Owner and made a part of any rental agreement. Owner acknowledges and understands that whether or not pets are allowed, a person who has a demonstrated need for an assistance animal which alleviates one or more of the identified symptoms or effects of an existing disability has the legal right to be accompanied by an assistance animal in the Property, that no pet fee may be charged to such person, but that such person would be liable for any damage done by the assistance animal to the Property.

13. **Smoking.** Smoking cigarettes, cigars, pipes or any other tobacco or lighted product of any kind shall be:

- ☒ prohibited in any interior portion of the Premises, including any detached structures
☐ permitted on the Premises
☐ prohibited or permitted in accordance with Agent's company policy, a copy of which is attached hereto

14. **Owner/Condo Association** ☐ (*check if applicable*).

- Name of association: _____
- Name of association property manager: _____
- Property manager address and phone number: _____
- Association website address, if any: _____

☐ Owner ☐ Agent (*check one*) will pay regular association dues to the association. If Agent is to pay, Owner will remain responsible for the amount of such payment in accordance with Paragraph 10 of this Agreement.

15. **Sewage Disposal.** Owner represents that the Property is served by (*check one*): ☐ public sewer ☐ septic tank. If served by a septic tank, Owner understands and acknowledges that occupancy will be limited to the number of bedrooms permitted by the septic permit.

16. **Occupancy Limits.** Owner understands and acknowledges that whether the Property is served by public sewer or septic system, occupancy of the Property shall generally be limited to two persons per bedroom, but that other factors, including local occupancy limits and State and Federal Fair Housing laws, may affect maximum occupancy of the Property.

17. **Service Contracts.** Owner represents that the service contracts identified below are in existence as of the Effective Date of this Agreement. Owner acknowledges and understands that Agent's agreement to be responsible for payment of any such contract does not relieve Owner of responsibility for the amount of any such payment in accordance with Paragraph 10 of this Agreement.

Service contract (<i>insert provider name and contact information in blank</i>)	Owner pays	Agent pays	N/A
Home warranty: _____	☐	☐	☐
Pest Control: _____	☐	☐	☐
HVAC: _____	☐	☐	☐
Lawn Service: _____	☐	☐	☐
HOA: _____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐

18. **Trust Account Interest.** Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to Agent (Owner or Agent), except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require.

19. **Entry by Owner.** Owner agrees that neither Owner nor any third party acting at Owner's direction, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for any such entry.

20. **Lead-Based Paint/Hazard Disclosure.** If the Property was built prior to 1978, Landlord understands that Landlord is required under 42 U.S.C. 4852(d) to disclose information about lead-based paint and lead-based paint hazards, and that Agent is required to ensure Landlord's compliance with said law. Landlord agrees to complete and sign a "Disclosure Of Information On Lead-Based Paint And Lead-Based Paint Hazards" form (NCR form #430-T), photocopies of which will be provided by Agent to prospective tenants. In the alternative, Landlord authorizes Agent, in Agent's discretion, to fulfill Landlord's disclosure obligations by completing and signing said form on Landlord's behalf based on information provided by Landlord to Agent.

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO TENANT PRIOR TO THE EXECUTION OF ANY LEASE, THEN FEDERAL LAW DIRECTS THAT TENANT MAY NOT BE OBLIGATED UNDER SUCH LEASE.

21. **Tenant Information.** Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers, account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual limitations with third-party providers of credit reports or other background information relating to prospective tenants may limit or prohibit Agent's dissemination of such reports/information. Owner agrees that Agent shall not be required to disclose any such information to Owner about a tenant or prospective tenant, and that if Agent does disclose any such information to Owner, Owner will indemnify and hold Agent harmless

from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages as set forth in paragraph 10 (e) of this Agreement as a result of the disclosure of any such information to or by Owner.

22. Duties on Termination. Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:

- (a) Agent shall promptly render to Owner all rents then on hand after having deducted therefrom any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the Property;
- (b) Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina; and provided further, Owner shall be responsible for any out-of-pocket transfer costs incurred by Agent;
- (c) Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement or any current rental agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;
- (d) Agent shall deliver to Owner copies of all tenant leases and other instruments entered into on behalf of Owner (Agent may retain copies of such leases and instruments for Agent's records); and
- (e) Owner shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner.

23. Sale of Property. In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date. In addition, and without limiting any fee to which Agent may be entitled under paragraph 4, Owner agrees to pay Agent a fee of \$500.00 as consideration for transition and sale assistance services provided by Agent.

24. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No modification of this Agreement shall be effective unless it is in writing and executed by all parties hereto.

25. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

26. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.

27. Relationship of Parties. Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.

28. Exclusivity. Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.

29. Default. If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured. Notwithstanding the foregoing, Agent shall have the right to terminate this Agreement immediately on written notice in the event Owner seeks bankruptcy protection, or the Property becomes subject to a foreclosure proceeding, or Owner fails to promptly pay for any costs associated with Owner's obligations under NC General Statutes Section 42-42 or to advance to Agent such sums as may be necessary to pay such costs.

30. Costs in Event of Default. If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

31. **Authority to Enter into Agreement; Principal Contact.** Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Either _____ or _____ shall serve as Owner's principal contact for purposes of making all decisions and receiving all notices and rental payments contemplated by this Agreement, and all persons signing this Agreement as Owner hereby appoint either of said persons as Owner's agent and attorney-in-fact for the purposes set forth in this section.

32. **Use of Electronic Means; Notice.** The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted to any mailing address, e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Either party may change the address to which any notice or documents should be sent by written notification to the other party in a manner permitted by this paragraph.

33. **Video/audio/surveillance device(s).** Owner agrees to promptly disclose to Agent the existence and location of any video/audio/surveillance device(s) located anywhere on the Property. Owner further agrees, during any time that the Property is occupied by a tenant, (i) to remove or disable/surrender access to any video/audio/surveillance device(s) inside any dwelling on the Property, and (ii) to remove or disable/surrender access to any audio device(s) located anywhere on the Property outside any dwelling.

WARNING: IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION.

34. **Binding Nature of Agreement.** This Agreement shall be binding upon and inure to the benefit of the heirs, legal and personal representatives, successors and permitted assigns of the parties.

35. **Assignments by Agent; Change of Ownership.** Owner agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of North Carolina, and provided further that Agent promptly notifies Owner of such assignment or transfer. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, for a period of sixty (60) days' following the effective date of any such assignment or transfer, terminate this Agreement without cause on sixty (60) days' prior written notice to the assignee or transferee of Owner's intent to terminate this Agreement.

36. **Other Professional Services.** Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.

37. **Addenda.** Any addenda to this Agreement are described in the following space and attached hereto: _____

1. Future Policies Addendum. 2. Performance of Needed Repairs Addendum. The owner receives a Pet Damage

Guarantee of \$2,000 payable by PM Company should pet damage exceed the tenant security deposit as

determined by PM Company. This guarantee is backed by the waiver of any pet fees charged to the PM

Company.

The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.

38. **Other.** _____

THE AGENT SHALL CONDUCT ALL BROKERAGE ACTIVITIES IN REGARD TO THIS AGREEMENT WITHOUT RESPECT TO THE RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS OF ANY PARTY OR PROSPECTIVE PARTY. FURTHER, REALTORS® HAVE AN ETHICAL DUTY TO CONDUCT SUCH ACTIVITIES WITHOUT RESPECT TO THE SEXUAL ORIENTATION OR GENDER IDENTITY OF ANY PARTY OR PROSPECTIVE PARTY.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

OWNER:

_____(SEAL) DATE:_____

_____(SEAL) DATE:_____

_____(SEAL) DATE:_____

_____(SEAL) DATE:_____

AGENT: [Flagship Property Management, LLC](#)

[Name of real estate firm]

BY:_____ Individual license # [208336](#) DATE:_____

[Authorized Representative]

Address: [113 W. Firetower Rd, Suite J | Winterville, NC 28590](#)

Telephone: [\(252\) 364-4944](#) Fax:_____ E-mail: Info@FlagshipNC.com

Owner:_____

Address:_____

Contact information: _____
Home Work Cell Email

Owner:_____

Address:_____

Contact information: _____
Home Work Cell Email

Owner:_____

Address:_____

Contact information: _____
Home Work Cell Email

Owner:_____

Address:_____

Contact information: _____
Home Work Cell Email



PERFORMANCE OF NEEDED REPAIRS

Flagship Realty Group may make or cause to be made any repairs, which in its opinion are necessary to preserve, maintain and protect the property. However, Flagship Realty Group may not make any repairs costing more than \$500.00 without prior approval of the owner, except as set forth herein. If Flagship Realty Group determines that a repair costing in excess of \$500.00 is necessary, the Flagship Realty Group will notify the owner by one or more means of communication using contact information previously supplied by the owner. From this time of contact, the owner will have seventy-two (72) hours to respond to Flagship Realty Group to indicate whether the owner wishes for Flagship Realty Group to make the stated repairs or cause them to be made. As repairs are often "time-sensitive", the Flagship Realty Group must insist upon strict owner observance of the seventy-two (72) hour deadline for responding to the Flagship Realty Group's notice of the repair need. If Flagship Realty Group is not contacted by the owner within the seventy-two (72) hour period, Flagship Realty Group may, in its discretion, undertake any repair work that Flagship Realty Group deems to be necessary and the owner shall fully reimburse Flagship Realty Group for all such costs and related expenses incurred in performing such repairs. In the case of any repairs deemed to be an emergency, Flagship Realty Group may, without prior owner contact or approval, incur such expenses as are reasonably necessary to preserve and maintain the property, protect the health of the occupants, or prevent further damage to any physical structures

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



252.364.4944 | 919.391.4304



FlagshipNC.com



Admin@FlagshipNC.com



113-J W. Firetower Rd | Winterville, NC 28590 | 1913-5 N. Berkeley Blvd. Goldsboro, NC 27534

FUTURE POLICY CHANGES

In the event that Flagship Realty Group adopts any policy changes that differ from the present terms of its contract, Flagship Realty Group will communicate these changes to the owner by one or more means of communication and will specifically inform the owner how it proposes to amend the management contract. If the owner does not object to Flagship Realty Group in writing within thirty (30) days of such notice of the policy change, Flagship Realty Group will consider such change or changes to be incorporated into the terms of the management contract and will proceed accordingly. If the owner objects to such policy change, it will be necessary for Flagship Realty Group to negotiate a new management contract with the owner, and within a reasonable time, Flagship Realty Group will provide the owner with a proposed contract for review and approval.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

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

Landlord's Disclosure (initial)

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

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

_____ ☐ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the Landlord (*check one below*):

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

_____ ☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ (c) Tenant has received copies of all information listed above.

_____ (d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

Landlord

Date

Landlord

Date

Tenant

Date

Tenant

Date

Agent

Date

Agent

Date



1099 ELECTRONIC DELIVERY AUTHORIZATION ADDENDUM

This Addendum is entered into as part of the Property Management Agreement between Flagship Property Management and the Property Owner.

Purpose

The purpose of this Addendum is to obtain the Owner's consent to receive IRS Form 1099 electronically in compliance with Internal Revenue Service guidelines regarding electronic delivery of tax documents.

Consent for Electronic Delivery

By signing this Addendum, Owner agrees to receive all applicable IRS Form 1099 documents electronically in lieu of a paper copy. Owner understands that this consent applies to all future tax years unless revoked in writing.

Electronic Delivery Method

Form 1099 will be delivered via secure electronic means, which may include email or access through an online owner portal designated by Flagship Property Management. Owner is responsible for maintaining a valid and current email address on file.

Hardware and Software Requirements

Owner acknowledges that access to the Form 1099 will require a valid email address, internet access, and the ability to open and read PDF documents.

Withdrawal of Consent

Owner may withdraw consent to receive electronic delivery at any time by providing written notice to Flagship Property Management. Withdrawal of consent will apply to future tax documents and may not apply to documents already issued.

Request for Paper Copy

Owner may request a paper copy of any Form 1099 by submitting a written request. Flagship Property Management reserves the right to charge a reasonable processing fee for reissuance of paper documents.

Accuracy of Information

Owner agrees to promptly notify Flagship Property Management of any changes to their contact information, including email address, to ensure timely delivery of tax documents.

Agreement

By signing below, Owner acknowledges they have read and agree to the terms of this Addendum and consent to electronic delivery of Form 1099.

OWNER / PORTFOLIO NAME

EMAIL FOR DELIVERY

SIGNATURE

DATE