

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)

EXCLUSIVE RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20____, by and between CHICORA LONG TERM RENTALS, LLC, a South Carolina corporation, (hereinafter referred to as “Rental Agent”), and _____ (hereinafter referred to as “Owner”), of _____ (Owner’s City, State)

WITNESSETH:

WHEREAS, Owner desires to employ Rental Agent exclusively to rent and manage the property located at _____ (“Property”) upon the terms and conditions as hereinafter set forth.

WHEREAS, Rental Agent hereby agrees to act as Rental Agent for Owner upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the Property, the mutual promises, and covenants herein contained, and other good and valuable considerations by each party to the other paid, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do agree as follows:

1. TERM:

The initial Term of this Agreement shall commence _____, 20____, and remain in force and effect for a period of one year, ending on _____, 20____, and then automatically renew for additional one-year periods thereafter, unless cancelled as provided herein. In the event that the Property is rented or leased through the efforts of the Rental Agent, said Term shall automatically be renewed and continued for annual periods co-extensive with the term of such lease. If either the Rental Agent or the Owner does not wish to automatically renew this Agreement, the party not wishing to renew shall notify the other party in writing no later than 60 days prior to the end of the then current Term, of such intention not to renew.

2. RENTAL AGENT'S RESPONSIBILITIES:

Rental Agent's responsibilities under this Agreement shall be as follows:

- (a) To furnish the services of its organization for the renting, leasing, operating, and management of the Property.

- (b) To use reasonable efforts in the advertising and showing of the Property to prospective tenants in an effort to rent the same.
- (c) To offer the Property to the public for leasing in compliance with state and federal housing laws and regulations prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status, national origin, sexual preference, or marital status.
- (d) To maintain an office (of the rental department) convenient to the public, which shall contain information to promote the Property.
- (e) To conduct an initial physical inspection of the Property and report findings to Owner. Thereafter, Rental Agent will conduct a physical inspection of the Property between tenancies, and upon written request of the Owner at lease renewals.
- (f) To use a written lease, the terms of which shall be binding on the Owner, Rental Agent, and tenant for the period so rented, and to execute same with the tenant on behalf of the Owner.
- (g) To obtain a credit report and verify references of prospective tenant(s) prior to entering into a lease agreement.
- (h) To set fair, reasonable and competitive rental rates and security deposits (with due regard for the Property's location, amenities, conveniences, size and market conditions) with input from the Owner, for each new tenant or renewal tenant and to act as exclusive agency for collection and disbursements of all rents paid.
- (i) To handle tenant's security deposit, as agent for Owner, and to refund said security deposit minus any deductions, if applicable, under the terms of the Lease and South Carolina Residential Landlord and Tenant Act.
- (j) To act as the exclusive agency for the management of the Property and collection of all rental and other income from the Property. Rental Agent shall use its best efforts to collect rent and income when such amounts become due. It is understood that Rental Agent does not guarantee the collections of rents and that Rental Agent's commission is due and payable by Owner as outlined below and is not contingent upon collection of rent from tenant.
- (k) To execute and serve such notices and demands on delinquent tenants as Rental Agent deems necessary or proper, and file eviction proceedings. Should Rental Agent file an eviction action, Rental Agent shall have the exclusive right to employ an attorney of its choosing, the cost of which shall be paid for by Owner.
- (l) To act as the exclusive agency for disbursement of all costs, fees, and expenses associated with the management of the Property in accordance with the provisions of this agreement. Rental Agent may withdraw from Owner's account all

disbursements and costs which under this Agreement are to be at the expense of the Owner, including the compensation of Rental Agent and/or other fees and cost set forth in this Agreement.

- (m) To render monthly statements to Owner of receipts, setting forth expenses, costs, and fees provided herein and remit the balances of such receipts and collections no later than the last working day of the month in which the rental income was earned.
- (n) Both parties agree that in the event this Agreement is terminated, the Rental Agent may withhold Owner's funds for thirty (30) days in order to pay charges previously incurred and not yet billed, including management fees after which the remainder will be disbursed to Owner and Owner's account will be closed.

3. **OWNER'S RESPONSIBILITIES:**

Owner's responsibilities under this Agreement shall be as follows:

- (a) To defend, indemnify, save, and hold harmless the Rental Agent from and against all claims, suits, damages, costs, losses, attorney's fees, legal costs, and expenses arising from any damage, death, injury to any person(s), or property damage occurring on or about the Property and relating to the performance of this Agreement, and/or within the scope of this agency. The Owner agrees to reimburse Rental Agent for any and all actual legal, court, attorney's fees, and any other related costs incurred by Rental Agent caused by actions, disputes, litigation and other occurrences naming or involving Rental Agent provided, however, the Rental Agent shall not be entitled to reimbursement if found grossly negligent in the performance of its duties. The Owner agrees to maintain general liability insurance on the Property of not less than \$300,000 and to furnish the Rental Agent proof of such coverage **IN WRITING**. Owner to name Chicora Long Term Rentals, LLC as additional insured or certified holder of the policy.
- (b) To hold the Rental Agent harmless for loss or damage of any nature to the Property or equipment, furnishings, or appurtenances thereto or to property which was brought thereon, as a result of any accident or occurrence in or upon the Property or the building of which it is a part, including but not limited to claims for damages resulting from 1) negligent or willful action or omission of renters and their guests; 2) injury done or occasioned by wind, rain, or other elements; 3) theft, vandalism, fire or acts of God.
- (c) The Owner agrees to notify the Rental Agent in writing of any warranties or service contracts in force each year. Except in emergencies or when it is not practical in Rental Agent's exclusive judgement, the Rental Agent will contact any such warranty/maintenance company to effect repairs. Active warranties will be honored during normal business hours if Rental Agent has documentation of such warranty. Manager will attempt to utilize any Home Warranty or Service Contract in place. If Manager cannot make contact within 30 minutes for emergencies, or 24 hours for non-emergencies, or if these vendors are unable to provide service promptly, Manager will contact another vendor and schedule the work.

- (d) The Owner agrees to maintain the Property in a condition satisfactory for renter occupancy, even during periods of vacancy. The Owner hereby authorizes the Rental Agent to have repairs made in the amount of two hundred (\$200.00) or less per repair without prior consent of Owner. The Owner further authorizes Rental Agent to have necessary services such as electricity, heating, air conditioning, and water repaired at the Owner's expense without prior consent, even if the invoice for the repair exceeds \$200.00. Finally, should a bug or insect infestation occur, and recognizing the potential health and safety issues related thereto, Owner authorizes Rental Agent to employ an extermination company to address the issue, the cost of which shall be reimbursed by Owner.
- (e) The Owner authorizes the Rental Agent to have the Property inspected in compliance with State Fire Inspection code and the South Carolina Residential Landlord and Tenant Act. The Owner further agrees to pay the applicable inspection fee for such inspection(s) and to make any changes or repairs necessary to comply with said code. In addition, Owner agrees to maintain the Property so as to be in compliance with all applicable building and safety codes at all times during this Agreement.
- (f) The Owner authorizes Rental Agent to re-key all locks on the Property to the Rental Agent's master key system at inception of this Agreement at the Owner's expense or at any time thereafter, and to provide Owner a copy of said key at Owner's expense, if requested by Owner. Owner authorizes the Rental Agent to make additional keys for tenants use or change entry door locks, at the Owner's expense, if a lock ceases to function properly or if determined to be necessary by Rental Agent for safety and security of the Property or tenant.
- (g) The Owner agrees that the Rental Agent is appointed as the exclusive agent to service, manage, and rent the Property subject to the terms of this Agreement. The Owner will not negotiate directly with any existing or potential tenant for the Property during this Agreement, but will refer any and all inquiries or communications to Rental Agent. This shall include any discussions with the tenant regarding the possible purchase of the Property from the Owner. Should the Owner be interested in discussing a possible purchase of the Property by the tenant, the Owner shall notify Rental Agent, in writing, prior to any discussion with the tenant. Owner further agrees to pay Chicora a six percent (6%) sales commission should a sale of the Property be finalized.
- (h) The Owner agrees to notify Rental Agent IN WRITING of any items included in the Homeowners Association dues, pest control dates, and any Rules and Regulations in existence or any changes in same. Owner agrees to provide Rental Agent with the name, address, telephone number, and contact person for the Homeowners Association.
- (i) The Owner agrees to timely pay any condominium association dues, fees and other assessments, and all taxes, mortgage payments, fees or special assessments made or levied by any governmental agency on the Property. Failure to do so will result in the termination of this Agreement at the option of Rental Agent. In the event this

Agreement is terminated, a payment to the Rental Agent equal to the management fee that would have accrued over the remainder of the term of the applicable Lease Agreement will be due.

- (j) The Owner agrees to notify the Rental Agent immediately, in writing, in the event the Property shall be listed for sale and to provide the name of the company and agent listing said Property. The Owner agrees the Property shall not be shown with less than twenty-four (24) hours notice to the tenant. The Owner further agrees to notify the Rental Agent immediately, in writing, in the event any negotiations for the sale of said Property commences with any prospective buyers.
- (k) The Owner agrees not to enter the Property or to permit any other persons to enter the Property without prior notification to the Rental Agent. This notification must be received a minimum of twenty-four (24) hours prior to entering the Property for the protection of the tenant, and for the protection of the Owner and Rental Agent from possible liability.
- (l) The Owner understands that the rights and privileges of the Tenant and/or Occupants are governed, protected by, and subject to the South Carolina Residential Landlord and Tenant Act.
- (m) In the event the Property is damaged or destroyed to the extent that normal use and occupancy of the Property is substantially impaired, it is understood that the rent will be prorated for the days the unit was not livable.
- (n) Owner shall be responsible for direct payment to utility companies of all utilities provided or included with the rental of the Property, as well as for garbage collection where necessary, and utilities while the Property is vacant.
- (o) The Owner agrees to pay Rental Agent the compensation and fees set forth in number four (#4) below as compensation for services performed under this Agreement.

4. COMMISSIONS AND FEES:

- (a) Upon execution of this Agreement the Owner agrees to deposit with Rental Agent One Hundred and Fifty Dollars (\$150.00) for the purpose of having the Property re-keyed and a Fire and Safety inspection completed.
- (b) Owner will pay Rental Agent as compensation for services hereunder a management fee equal to twelve percent (12%) of the gross monthly rental rate of the Property for each month the Property is rented beginning with the second (2nd) month. Rental Agent may deduct its monthly management fee from rent collected on the Property.
- (c) For the first month of the term of the initial rental agreement during the term of this Agreement, Owner will pay Rental Agent an amount equal to one half (1/2) of one full month's rent. Any subsequent lease agreement which is entered into during the term of

this Agreement will require payment to Rental Agent an amount equal to one half (1/2) of one full month's rent when a new tenant occupies the Property and the new lease is executed. The month this fee is paid shall not be subject to the commission as defined in paragraph (b). Provided, however, if the new lease is entered into as a result of a prior tenant vacating the Property prior to the expiration of the term, this fee will be paid from any liquidated damages collected from the defaulting tenant. However, any deficiency in the amount collected from the defaulting tenant shall be paid from the first month's rent paid pursuant to the replacement lease.

- (d) Owner will pay Rental Agent a Renewal Fee of fifty dollars (\$50.00) for the renewal of any existing tenant's lease. The Renewal Fee may be deducted from rent collected after renewal.
- (e) Owner will pay Rental Agent a Bank Service Charge of forty dollars (\$40.00) should the Owner request that Rental Agent stop payment and void any check issued to the Owner and issue a replacement check.
- (f) Owner will deposit with Rental Agent within ten (10) days of any request by Rental Agent, any excess of expenses over income. Owner agrees it is not Rental Agent's obligation to advance its own funds for payment of Owner's operating expenses. Any balance unpaid after thirty (30) days is subject to 1.5% interest per month or eighteen percent (18%) per annum.
- (g) Late fees and fees from returned rent checks when collected by Rental Agent, shall belong to Rental Agent.
- (h) Owner will pay Rental Agent a fifteen percent (15%) fee on general maintenance, completed by contractors that the Rental Agent employs. For maintenance costing over \$200.00, a five percent (5%) fee will be charged. Rental Agent gets estimates and compares vendor's (who are all bonded and insured) prices, and balances the lowest price with quality of service and work.
- (i) Owner agrees that any interest that accrues on any account, or on any monies in any account, in which any of Owner's fees, rents, or other expenses are held or maintained, are the property of Rental Agent and shall not be disbursed to Owner.

5. OTHER SERVICES AND FEES:

- (a) The commissions outlined herein are for duties specified in this Agreement. All other duties and services requested by the Owner are on a fee basis to be agreed to by the Owner and the Rental Agent at the time requested.
- (b) Owner and the Rental Agent mutually and expressly agree that this Agreement does not provide for services by the Rental Agent to:

- (1) Organize, provide, and supervise major restorations, remodeling and/or modernization.
- (2) Provide valuation or appraisals.

6. CANCELLATION:

- (a) This Agreement is an annual agreement that is automatically renewed, unless either Owner or Rental Agent desires not to renew and provides written notice as described in Section 1 above.
- (b) If the Property is rented, the Owner may cancel this Agreement during its term or not renew this Agreement at the end of its term by giving Rental Agent written notice of cancellation and/or nonrenewal. Said notice must be accompanied by payment to the Rental Agent of a fee for the remainder of the stated term of this Agreement and/or Lease Agreement and/or any renewal term of either, whichever term (i.e., this Agreement or Lease Agreement) is later. If the written notice and management fee is not tendered, said cancellation or nonrenewal shall not be effective and will constitute a breach of this Agreement entitling Rental Agent to recover damages.
- (c) In the event the Owner cancels this Agreement during its term due to the sale of the Property, then in that event Owner shall give written notice of cancellation accompanied by the monthly management fee that would be earned for the remainder of the then existing Lease Term and the Rental Agent shall have no further liability following the Property's sale.
- (d) In the event the Property is not rented and the Owner terminates this Agreement prior to a tenant being located, Owner shall pay Rental Agent a cancellation fee of three hundred dollars (\$300.00) to cover compensation of Rental Agent for efforts expended to ready the Property for rental, or locate a suitable tenant.
- (e) In the event the Owner cancels this Agreement and thereafter rents the Property to any prospective tenant to whom Rental Agent has shown Property within the past sixty (60) days or leases or renews a lease with a past tenant secured by Rental Agent, the same shall constitute a breach of this Agreement and entitle Rental Agent to liquidate damages equal to twelve percent (12%) of the annual rent rate.
- (f) In the event an Owner fails to maintain their Property in accordance with standards deemed necessary by the Rental Agent, then Rental Agent reserves the right to cancel this Agreement at any time by giving the Owner a thirty (30) day written notice.

7. NOTICES:

All notices, requests, demands or other communications hereunder shall be in writing and by sending the same by certified letter to the appropriate party and shall be deemed to have been duly given on the third (3rd) day after deposit in the United States mail, postage prepaid at the address below:

_____ Initial

_____ Initial
Rev. 08/12/2015

Owner Name and Home Address:

Rental Agent

Chicora Long Term Rentals, LLC
4605 Oleander Drive, Suite 5
Myrtle Beach, SC 29577

Either party may change the address at which it receives written notices by so notifying the other party in writing as set forth above.

8. ATTORNEY FEES:

Should either party bring suit to enforce or recover under any of this Agreement, the Owner will be responsible for all costs associated with said action, including attorney fees.

9. MAJOR RENOVATIONS:

In some cases where major renovations or replacements to the Property are required and Rental Agent coordinates such work which requires additional supervision time, Owner will pay a fee of five percent (5%) of the cost of work and/or materials. Rental Agent's bulk purchasing power is passed on to Owner at below market rates. This includes items such as carpet, vinyl, wallpaper replacement, exterior painting, etc.

10. PRIOR AGREEMENTS:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, executors, personal representatives, successors and assigns and shall be construed in accordance with the laws of South Carolina and is deemed to be entered into in Horry County, South Carolina.

11. NO ORAL MODIFICATIONS:

This Agreement may not be modified orally, and can only be modified in a writing executed by both Owner and Rental Agent.

12. FORUM SELECTION:

Regardless of where Owner resides or any other forum selection or venue issue, any action or lawsuit involving the Parties, this Agreement, the Property, or any other matter whatsoever involving the Parties, shall be brought and maintained in Horry County or the Federal District Court, Florence Division.

13. NO INDIVIDUAL LIABILITY:

Under no circumstance whatsoever will Owner name any individual Member, Manager,

_____ Initial

_____ Initial
Rev. 08/12/2015

officer, or employee of Rental Agent in any action or lawsuit, it being agreed that Rental Agent is a South Carolina Limited Liability Company, and no Member, Manager, officer, or employee of Rental Agent will be held personally liable for any action whatsoever.

14. CONTRACT INTERPRETATION:

Owner agrees that it has read this Agreement prior to its execution, and had the opportunity to seek legal advice and address any concerns prior to execution. As a result, Owner agrees this Agreement contains no ambiguities and is not vague. Should any ambiguity or vagueness arise or be alleged at any time, such ambiguity or vagueness shall be resolved in favor of Rental Agent's interpretation, it not being left to judicial construction.

15. JURY TRIAL WAIVER:

IN ANY ACTION OR LAWSUIT INVOLVING OWNER AND RENTAL AGENT, THE PARTIES HEREBY MUTUALLY, INTENTIONALLY, AND KNOWINGLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, CROSSCLAIM, COUNTERCLAIM, OR THIRD-PARTY COMPLAINT BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY, FOR ANY MATTER WHATSOEVER, TO INCLUDE BUT NOT BE LIMITED TO, ANY MATTERS WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE PROPERTY, PRE-AGREEMENT DISCUSSIONS OR NEGOTIATIONS, THE LANDLORD-TENANT RELATIONSHIP, ANY TENANT, ANY PROPERTY OR PERSONAL INJURY OR DEATH, OR ANY OTHER MATTER WHATSOEVER BETWEEN OR INVOLVING THE PARTIES, WHETHER IN EXISTENCE NOW OR ARISING IN THE FUTURE.

OWNER SIGNATURE:

SS#: _____

OWNER SIGNATURE:

SS#: _____

**CHICORA LONG TERM RENTALS, LLC,
A SOUTH CAROLINA CORPORATION**

By: _____

Its: _____

Additional Information:

Owner's Home Phone: () _____

Owner's Business Phone: () _____

HOA Property Management Company: _____

Phone Number: _____

Approximate Date of Construction of Property: _____

Name in Which Property Deed is Held: _____