

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

FINDER’S FEE AGREEMENT

THIS AGREEMENT is hereby made and entered into this _____ day of _____, 20___, by and between Chicora Development, a South Carolina Corporation (hereinafter “Rental Agent”), and _____ (hereinafter “Owner”).

WITNESSETH:

WHEREAS, Owner desires to employ Rental Agent exclusively to rent the property located at _____ (hereinafter “Premises”), 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 premises, 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 term of this Agreement shall commence _____, 20___, and remain in force until a tenant is secured, a lease is fully executed, and a security deposit and 1st month’s rent are collected (“Term”). Owner shall notify Rental Agent in writing of its intent at any time to cancel this Agreement.

A Cancellation fee in the amount of \$150.00 will be due to Rental Agent at time of notification in the event Owner cancels this Agreement prior to the completion of Term, or if Owner sells the Premises during Term.

2. RENTAL AGENT’S RESPONSIBILITIES.

- a) To furnish the services of its organization for the purpose of securing a tenant and executing a lease for the Premises;
- b) To physically inspect the Premises before executing this Agreement for the purpose of acceptance into the Finder’s Fee program;
- c) To physically inspect the Premises before a new lease is to begin and to report findings to Owner. Such inspection shall only apply to visible portions of the Premises and shall not include any destructive testing to determine the presence of moisture damage behind any walls, hidden mold damage, termite damage, or any other type of latent defects;
- d) To personally show the Premises to prospective tenants. Advertising will be at Rental

Agent's discretion.

- e) To maintain an office convenient to the public, which shall contain information to promote the Premises;
- f) To use a standard type written lease, the terms of which shall be binding on the Owner and Renter for the period so rented;
- g) To set the rental rates for the Premises, together with the Owner;
- h) To collect tenant's security deposit and 1st month's rent, which will be forwarded along with any required application and fully-executed lease to Owner. All checks will be made payable to Owner. Rent checks will be prorated based on the beginning lease term date.

3. OWNER'S RESPONSIBILITIES.

- a) To indemnify, save, defend, and hold harmless the Rental Agent, and all of its sister companies, aliases, subsidiaries, parent companies, entities operating under trade names, and all of their collective employees, officers, directors, managers, members, shareholders, independent contractors, sales persons and agents from and against all claims, suits, damages, costs, losses and expenses arising from injury or death to any person(s), or injury to property occurring on or about the Premises, regardless of the cause of such injury or death, or caused by Owner or any tenant of the Premises, or any of said tenant's guests, roommates, pets, agents, or contractors, wherever and whenever caused. Owner agrees to reimburse Rental Agent (or any of the entities or people described above) for any and all actual legal, court and other related costs incurred by actions, disputes, litigation and other occurrences naming or involving any of the entities or people described above provided, however, Rental Agent shall not be entitled to reimbursement if found grossly negligent in the performance of its duties.
- b) To indemnify, save, defend, and hold Rental Agent, and all of its sister companies, aliases, subsidiaries, parent companies, entities operating under trade names, and all of their collective employees, officers, directors, managers, members, shareholders, independent contractors, sales persons and agents harmless from loss or damage of any nature to the Premises or equipment, furnishing, personal property, or appurtenances thereto or to property which was brought thereon, as a result of any accident or occurrence in or upon the Premises or the building of which they are a part, including but not limited to claims for damages resulting from: 1) negligent or willful action or omission of renters and their guests, or anyone on the Premises with their permission; 2) injury done or occasioned by wind, rain or other elements; and/or 3) theft, vandalism, fire or acts of God.
- c) Rental Agent shall receive a full month's rent payable in cash, cashier's check, certified check or money order upon securing a tenant, executing the lease and collecting a security deposit and the first month's rent for Premises. A cancellation fee of \$150 will be due Rental Agent if this Agreement is canceled by Owner prior to Rental Agent securing a tenant, executing a lease and collecting a security deposit and 1st month's rent.
- d) Owner will be responsible for complying with applicable state or local law concerning Owner's responsibility for security deposit and interest thereon, if any.
- e) Owner shall provide Rental Agent with any information necessary to complete said lease.
- f) Owner shall provide Rental Agent with a full set of keys (and/or passwords, codes, or

passes) to Premises to include: entry doors, storage rooms, common areas (if any), gates, security systems, and mail boxes.

- g) Owner will pay Rental Agent a fifteen percent (15%) fee on general maintenance completed by contractors that Rental Agent employs prior to a lease being executed by a tenant, after which time Owner is fully responsible for all maintenance. Rental Agent shall continually get estimates and compare vendor's (who are all bonded and insured) prices to help insure the best rates for Owner, without sacrificing quality of work.
- h) Owner shall not enter into any agreement wherein anyone other than Rental Agent is to receive a commission or anything of value for procuring a tenant for Premises during Term.

4. PRIOR AGREEMENTS.

This Agreement supersedes all prior Agreements, whether written or oral, which may have previously existed between the parties and embodies the full understanding and agreements of the parties.

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.

5. MAJOR RENOVATIONS.

In some cases where major renovations or replacements to Premises are required to prepare Premises for rental market, 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. This includes items such as carpet, vinyl, wallpaper replacement, exterior painting, etc. However, Rental Agent shall not be performing any of the work and shall not be liable in any way for the quality of the work. Any warranties for any renovations or replacements from any third parties to this Agreement shall belong solely to Owner. Rental Agent shall not be responsible for any ongoing or routine maintenance after a tenant has moved into Premises.

6. NO REPRESENTATIONS/WARRANTIES AS TO ANY TENANT.

The Parties agree that Rental Agent does not guarantee, warrant, or make any representations or warranties as to the suitability, or desirability of any tenant, or whether any tenant will faithfully comply with the lease terms, nor is Rental Agent's fee in any way contingent upon any tenant's compliance with the lease terms.

In addition, Rental Agent shall not perform any background or safety checks (including whether any prospective tenant is a registered sex offender) as to any tenant and makes no representations as to whether any tenant poses any safety threat to any member of the public.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 20__.

WITNESSES:

(As to Owner)

(As to Rental Agent)

OWNER:

RENTAL AGENT:

Additional Information:

Owner's Home Address: _____

Owner's Home Phone: () _____

Owner's Business Phone: () _____

Owner's Social Security No.: _____

Owner's Fax No.: () _____

Owner's Email Address: _____

Owner's Insurance Agent: _____

Phone Number: () _____

Insurance Policy Number: _____