



Ziprent Services Agreement Online Terms

These terms and conditions (the “Online Terms”) outline the legal framework governing the engagement of Ziprent to provide services to Owner and are designed to work in conjunction with the specific agreements Owner entered into by and among you and Ziprent, including without limitation the Services Agreement (“Agreement”) between you and Ziprent, into which these Online Terms are incorporated by reference. By engaging Ziprent’s services in the Agreement, Owner acknowledged and agreed that these Online Terms are incorporated by reference into the Agreement and form an integral part of the binding contract between Owner and Ziprent.

In the event of any inconsistencies between the Agreement and these Online Terms, the provisions of the Online Terms shall prevail. Ziprent reserves the right to amend these Online Terms at any time, and such amendments will be effective immediately upon posting such updated terms on our website. Your continued use of our services after any such amendments constitutes your acceptance of the updated terms.

These Online Terms are intended to provide clarity and ensure compliance with applicable laws and regulations, enhancing the service experience for all parties involved. We encourage you to review both the Agreement and these Online Terms in their entirety to fully understand your rights and obligations.

1 APPOINTMENT OF BROKER: Owner affirms that as of the effective date of the Services Agreement (the “Effective Date”), Owner appointed and granted Broker the right to rent, lease, operate, and manage the property(ies) specified in the Service Agreement (“Property”) and any additional property(ies) that were or may later be added to the Service Agreement (“Additional Properties”) upon the terms set forth in the Service Agreement and these Online Terms. Owner agrees and understands that Broker’s services under the Service Agreement and these Online Terms may be performed by one or more of Broker’s authorized agents, which it may select and appoint in its sole and absolute discretion. Owner and Broker agree and acknowledge that the Services Agreement began as of the Effective Date and continue in effect until terminated as provided in the Service Agreement and these Online Terms. The Service Agreement and these Online Terms began as of the Effective Date and shall continue in effect until terminated (the “Management Period”) as provided in the Service Agreement and these Online Terms. Either Party may terminate the Service Agreement at any time upon thirty (30) days prior written notice. Owner may terminate by sending written notice via email to escalations@ziprent.com. Manager may terminate via email to Owner’s email address on file with Manager. This Service Agreement can be terminated sooner as described in this Section 1, Section 5, or Section 15.

2 BROKER ACCEPTANCE: Broker’s services under the Service Agreement and these Online Terms include the following: rental, leasing, operation, and management services for the Property and any Additional Properties upon the terms set forth in the Service Agreement and these Online Terms.

3 AUTHORITY AND POWERS: Owner grants Broker and Broker's authorized agents the authority and power to be exercised in Broker and Broker's authorized agents' sole and absolute discretion, to:

- A. **ADVERTISING:** Market and advertise the Property and any Additional Properties for rent/lease across available syndication methods ("Syndication Platforms"), including without limitation Zillow Group, CoStar, Redfin/Rentpath, and Zumper. Owner understands and acknowledges that if Owner independently markets the Property or any Additional Properties on any Syndication Platform, Broker will be unable to do so and Owner agrees that Owner will not independently market the Property or any Additional Property on any Syndication Platform during the term of the Service Agreement. Owner hereby grants Broker a license to take photos of the Property and to create marketing materials for the purposes of advertising the Property and any Additional Properties (such photos and marketing materials hereinafter referred to as "Property Marketing Materials") and /or for such other purposes as Broker deems appropriate or necessary for the marketing and operation of its business. Owner and Broker agree that all Property Marketing Materials procured, procured, or created by Broker, or at the request of Broker, shall be the exclusive property of Broker, throughout the term of the Service Agreement and thereafter, including without limitation following the termination of the Service Agreement. For the avoidance of doubt, all rights in and to the Property Marketing Materials, including without limitation all intellectual property rights in and relating to Property Marketing Materials, belong exclusively to Broker and neither Owner nor any other party will directly or indirectly use, display, duplicate, or reproduce the Property Marketing Materials, or any portion thereof, without the express, written permission of Broker.
- B. **RENTAL; LEASING:** If requested by Owner, Broker agrees to provide Owner with a market analysis of the market rate of rent for the Property and any Additional Properties, Owner agrees that Owner will identify Owner's desired rental rate that Owner would like Broker to include in any lease being entered into on Owner's behalf. Broker agrees to use reasonable efforts to attempt to initiate, sign, renew, modify, or cancel rental agreements and leases for the Property and any Additional Properties, or any part thereof; and, through a third-party payment processor, coordinate collection of rent, other fees, charges, and security deposits to be credited or debited directly to and/or from Owner and tenant accounts electronically. Broker's policy is to attempt to secure one-year leases to the extent possible unless Broker deems an alternative lease arrangement to be preferable, advantageous, or beneficial or unless otherwise requested by Owner. Owner is responsible for the proper and lawful retention, maintenance, and return of security deposits as set forth in Section 3(l) below, and such security deposit will be debited from Owner's account electronically. Broker shall have no obligation to, and shall not, receive, maintain, or hold any rents, security deposits, or other amounts paid or provided by any tenant in connection with the Property or Additional Properties.
- C. **TENANCY TERMINATION/NOTICES:** Broker may, in its sole discretion, sign and serve in Owner's name notices that Broker deems to be necessary, required, or appropriate; commence and prosecute actions to evict tenants and recover possession of the Property and any Additional Properties owned and/or controlled by Owner; recover rents and other sums due; and settle, compromise and release claims, actions, and suits and/or reinstate tenancies (including a possible reduction of the balance owed). Owner understands that Broker is not licensed to practice law and therefore cannot and will not

render legal advice to Owner and that Broker may either employ its own legal counsel, at Owner's expense, or instruct Owner to seek legal counsel of Owner's choosing, as deemed appropriate in Broker's sole discretion. Owner understands that Broker will sometimes utilize, either directly or through a third party, various notices and/or forms in the rendering of services under the Service Agreement and these Online Terms. Broker does not warrant, or assume responsibility for, the completeness of such notices and forms, or for compliance of such notices and/or forms with applicable local or state laws and regulations.

- D. **LIMITED LEGAL/PROFESSIONAL ABILITY:** Broker may, within the scope of Broker's licensing, advise Owner regarding real estate matters and may fill in the blanks of certain forms used in property management (including without limitation leases, disclosures, and notices) which may be prepared by legal counsel and/or by national, state and/or local real estate organizations or by courts of competent jurisdiction as may be needed to perform Broker's services under the Service Agreement and these Online Terms. Broker is not authorized to and cannot practice law and cannot render legal advice to Owner or any other party. Owner is advised to refer to its own legal counsel and such other professionals as may be necessary, appropriate, or advisable for legal and other required professional services.
- E. **REPAIR/MAINTENANCE:** Broker may, in its sole discretion, elect to make, to cause to be made, and/or to supervise repairs, improvements, alterations, and decorations to the Property and any Additional Properties. Broker, may, in its sole discretion, purchase and pay expenses associated with services, repairs, and supplies for the Property and any Additional Properties, and Broker shall be entitled to reimbursement from Owner in respect of such expenses. Except for emergency repairs, those required by federal, state, or local law, regulation, or ordinance, and those required for the safe and comfortable habitability of the Property or any Additional Properties, Broker will use reasonable efforts to obtain the prior approval of Owner for all general repair and maintenance expenditures. For the avoidance of doubt, Broker shall have the right but not the obligation to, in its sole and absolute discretion, coordinate, provide for, and/or facilitate any of the following: (i) emergency repairs; (ii) repairs required to comply with applicable federal, state, and local laws, regulations, and ordinances; and (iii) as Broker deems to be required or advisable for the habitability, maintenance, or enjoyment of the Property or any Additional Properties. Owner may request Broker to obtain multiple bids only if the bid amounts exceed \$500. Owner is deemed to have vetted all vendors that it approves, including without limitation verifying licenses, insurance, and qualifications of vendors, contractors, and subcontractors ("Contractors"), including without limitation Contractors that are suggested by Broker. Owner's prior approval shall not be required for monthly or recurring operating charges. Broker may elect to make emergency expenditures if Broker deems in its sole discretion that emergency measures are needed to protect the Property, any Additional Properties, or other property(ies) from damage and/or to prevent injury to other properties or persons, and/or to avoid suspension of utilities or other services; to avoid penalties or fines; to avoid the suspension of services to tenants required pursuant to a lease or rental agreement or applicable law, including, but not limited to, maintaining the Property and any Additional Property in a condition fit for human habitation as may be required by the laws of the state, county or city where the Property and any Additional Property is located. If Broker deems it

necessary for the protection of the Property, any Additional Properties, or any neighboring units or properties to make certain repair(s) without Owner's approval, Broker, may, in Broker's sole and absolute discretion, direct that the emergency repair(s) be made. In no event will Broker be liable to Owner or any third party for failure to make emergency repairs nor is Broker liable for work done by Contractors in the performance of emergency repairs. For all contracts for services which Broker is authorized to enter into under the Service Agreement and these Online Terms, Owner agrees that Owner is bound by all such contracts in the same capacity as though Owner had entered into the contracts directly, and Owner's obligations related thereto shall survive the termination of the Service Agreement. Owner may elect to make, or cause to be made, repairs, maintenance, and alterations solely. Owner shall be solely responsible for such work, including but not limited to the selection of a contractor, confirmation that the contractor is properly insured, licensed and bonded, the performance of the contract, obtaining worker's compensation insurance, compliance with applicable laws, and assurance that the work is done in a good and workmanlike manner. Owner acknowledges that Broker is not a licensed contractor and that Broker does not warranty any of the work performed by any contractors or subcontractors, regardless of whether Broker selects or recommends the contractor at any point in time. Owner agrees that all communication with the tenant which is made on behalf of Owner must be conducted through and by Broker, unless otherwise agreed upon in writing in advance between Owner and Broker. As a courtesy to Owner, prior to leasing, Broker may complete a brief walkthrough of the Property and any Additional Properties to confirm that there are no obvious conditions that must be immediately addressed, including, without limitation, water damage, electrical shock or burn marks along walls, and pest infestations. Notwithstanding any walkthrough conducted by the Broker, the Owner understands and acknowledges that Owner is responsible for (a) disclosing material information regarding the history and status of the Property that may impact a tenant's decision to lease the property, and (b) delivering a habitable, move-in ready Property and any Additional Property(ies). Owner acknowledges that Broker does not assume any responsibility, and Broker shall not have any responsibility, to uncover issues on Broker's initial walkthrough or any subsequent walkthrough(s), including without limitation patently obvious or less obvious conditions.

- F. **REPORTS, NOTICES, AND SIGNS:** Owner agrees to accept electronic delivery of notification of any reports, notices, and signs that Broker may issue in accordance with federal, state, or local laws requiring or recommending delivery of such reports or notices and/or posting of signs or notices. Owner further agrees that electronic delivery of any reports, notices, and signs constitutes proper notice and delivery to Owner. Owner assumes sole responsibility for posting such signs or notices as may be required under applicable law or regulation and Owner assumes sole responsibility for providing Broker with Owner's updated contact information for purposes of delivering and/or receiving such electronic delivery as set forth herein.
- G. **CONTRACTS; SERVICES:** Broker may contract, hire, supervise, and/or discharge firms and persons, including utility providers, required for the operation and maintenance of the Property and any Additional Properties. Broker may perform any of Broker's duties through attorneys, agents, employees, or independent contractors, and, except for Broker's direct employees, Broker shall not be

responsible for the acts, omissions, defaults, negligence, and/or costs of such attorneys, agents, employees, or independent contractors.

- H. **EXPENSE PAYMENTS:** Owner authorizes Broker to utilize the services of third-party payment processors to collect from Owner's designated bank account for the Property and any Additional Properties for the purpose of paying expenses and costs related to the Property and any Additional Properties. These expenses and costs may include, but are not limited to, tenant placement fees, property management compensation due to Broker, renewal fees, service charges, repairs expenses, and any costs of goods and services necessary to effectively lease or manage the Property and any Additional Properties. Owner expressly consents to payment of fixed property management fees. Owner understands that Broker will not process payments, either directly or indirectly or through a third-party payment processor, for: utilities, property taxes, and any other taxes; Owner's Association dues, assessments mortgage or other loan payments; insurance premiums; or home warranty dues or fees. Owner further acknowledges and agrees that it will continue to be Owner's sole responsibility to ensure that all such expenses are paid in full on a timely basis and to take all necessary and appropriate actions in connection therewith. Any statement, invoice, or notice for payments that Broker may, but shall not be obligated to, deliver to Owner related to any such expenses are delivered to Owner only as a courtesy, and the receipt by Broker of any statement, invoice or notice for payment for any such expenses shall not create nor impose upon Broker any obligation to pay such expenses, nor shall it absolve Owner of Owner's sole obligation to directly pay such expenses and to take all necessary and appropriate actions in connection therewith as required herein.
- I. **SECURITY DEPOSITS:** Security deposits from tenants shall be directly deposited by a third-party payment processor into Owner's designated bank account dedicated to the Property and any Additional Properties. In accordance with applicable law, Owner shall be solely responsible for the return of security deposit funds to tenants including any interest due on security deposits held by Owner as may be required by state and local ordinances. Owner agrees that it shall indemnify, protect, defend, and hold harmless Broker and all of Broker's officers, directors, employees, licensees, agents, shareholders, members, managers, partners, affiliates, and assigns (the "Broker Parties") from and for any expenses or damages which Broker or any of the Broker Parties may incur as a result of or in relation to any failure by Owner to timely return the security deposit to the tenant in accordance with applicable law, ordinance, or regulation. For the avoidance of doubt, the indemnification provisions and obligations established in this Section 3.I. are material and will survive any termination of the Service Agreement.
- J. **RENT PAYMENTS:** Rent payments from tenants will be deposited by a third-party processor into Owner's designated bank account, which must be dedicated to the Property and any Additional Properties. Broker does not guarantee payment of rents, and Broker is not responsible for any injury or damage to Owner for or in relation to any non-payment or late payment of rent by tenants. With Owner's consent, Broker may take steps to initiate legal action to collect rent at Owner's sole expense. Owner understands that Broker is not licensed and will not practice law and cannot offer or render legal advice to Owner, and that Broker may either employ legal counsel, at Owner's expense, or instruct Owner to seek legal counsel of Owner's choosing, as deemed appropriate in Broker's sole

discretion. Notwithstanding the provisions of the foregoing, and to the extent permissible under applicable laws and regulations, in the event that a Tenant's payment fails or is rejected, reversed, cancelled, or returned due to bank account closure, insufficient funds, or for any other reason whatsoever (a "Tenant Payment Failure"), Owner expressly consents and authorizes Broker to claw back any funds paid to Owner in connection with such amounts by performing a reversal of the security deposit, utility, fee, or rent payment(s) as needed to offset, account for, or recoup any amounts owed to Broker in relation to such Tenant Payment Failure.

- K. **TRUST FUNDS AND CUSTODIAL ACCOUNTS:** Unless otherwise required by law, Broker will not hold any monies in "trust" for Owner. Instead, all monies sent by tenants will be directly deposited by a third-party payment processor into Owner's bank account dedicated to the Property and any Additional Properties.
- L. **RESERVES:** Owner understands and agrees that Broker does not hold, collect, or accumulate any monies as "reserves" for the Property's and any Additional Properties' maintenance, upkeep, or care, the total cost of which is solely Owner's responsibility. Should Broker advance funds to a vendor in relation to any Property, or Additional Property, Owner agrees to promptly reimburse Broker for funds advanced in relation to any approved expenses within 1 business day of receiving a request for reimbursement of the same from Broker.
- M. **ACH/NACHA DISCLOSURE:** Broker will use a third-party payment processor for ACH transactions from and to Owner's designated bank account. These transactions must comply with relevant provisions of NACHA rules and regulations and applicable federal laws of the United States. Owner understands and agrees that the third-party payment processor may require several business days to process and to deposit funds into Owner's account, and Broker has no involvement in or responsibility or obligation relating to such transactions.
- N. **OWNER STATEMENTS:** Broker will provide Owner with online access to Owner's property statement of account at www.ziprent.com. In some instances, Owner will receive monthly statements delivered electronically via email.
- O. **BROKER FUNDS:** Broker shall not be required to advance or spend any of Broker's own resources or funds in connection with the management or repair of the Property and/or any Additional Properties which are the subject of the Service Agreement and these Online Terms .
- P. **VENDOR PAYMENTS:** While Broker aims to have the majority of vendor payments paid directly via ACH from Owner to vendor, in some cases, Broker may need to use Broker's own credit card to make vendor payments for some specific vendors, and in such cases Owner must promptly reimburse Broker within 1 day of receiving a notice or invoice from Broker in relation to such expenditures. In such instances, Owner shall remain solely liable to reimburse Broker, and Broker shall be permitted to be reimbursed by any means Broker deems appropriate and/or expedient in promptly recouping such funds, including without limitation by using a third-party payment processor for ACH transactions from Owner's designated bank account. Some of the credit cards used by Broker may offer Broker rewards points in connection with its payment of such expenses, and all such rewards, points, and perks shall remain the sole property of Broker. Owner further understands and agrees that where it has authorized Broker to contract with or solicit bids from vendors for work or services related to the

Property and any Additional Properties, including but not limited to the performance of repairs, improvements, alterations, and decorations, Broker may collect or receive a fee, commission, or profit related to referring or using a particular vendor or Contractor (“Referral Fee”), regardless of whether such vendor or Contractor is affiliated with Broker, and Broker shall be entitled to retain any and all such Referral Fees. Owner understands and acknowledges that such Referral Fee may affect the total cost to Owner of the vendor’s or Contractor’s work or services and/or the willingness of certain vendors to submit bids or offers in respect of such jobs.

- Q. **TENANT DISCLOSURE:** Owner’s name will be included in all leases and notices served to or upon the tenant as required per applicable local, state, and federal laws, regulations, and ordinances.
- R. **PERMISSIBLE PURPOSE:** Owner hereby authorizes Broker to request and obtain consumer reports from a third-party consumer reporting agency provided that third-party consumer reports are used solely for the purpose of tenant screening in connection with evaluating applications for new leases or renewal of existing leases for the Property and any Additional Properties. Broker agrees that these reports will be obtained and used exclusively for permissible purposes under the Fair Credit Reporting Act (“FCRA”) (15 U.S.C. § 1681b) and will be limited to assessing rental and credit history, criminal records, and other relevant applicant screening information. Broker further agrees that any such consumer report information provided to Owner will be used solely for the purpose of evaluating prospective tenants and not for any other purpose. Broker agrees to comply with all applicable laws and regulations regarding the privacy and handling of consumer report information, including the secure disposal of information after its use.

The information that Broker provides to Owner will consist of summary data as received from the third-party consumer reporting agency, Such information will not include any independent verification or assessment of accuracy by Broker, and Broker will be under no obligation to provide any such independent verification or assessment. Owner acknowledges that it is the Owner’s responsibility to understand the limitations of such summary information and to conduct any further verification independently, as necessary. Owner shall not use the consumer report for any purpose other than tenant screening, and Owner certifies that Owner will be solely responsible for its own compliance with FCRA requirements.

4 KEYSAFE/LOCKBOX: DISCLOSURES REGARDING ACCESS TO AND PROTECTION OF PROPERTY:

- A. Owner hereby authorizes Broker to install, affix, and use key safes and lockboxes at the Property and Additional Property(ies). Owner understands and acknowledges that Broker, at its discretion, may install or affix at the Property or any Additional Property(ies) a key safe(s) and/lockbox(es) that is designed to hold a key to the Property, and any Additional Properties, permitting access to the interior and/or certain exterior portions of the Property and any Additional Properties and/or certain exterior areas thereof by Broker; other brokers and prospective real estate licensees, authorized appraisers and inspectors; maintenance personnel, contractors, cleaners; and prospective tenants interested in leasing the Property and any Additional Properties as well as any third parties who may require access to the Property or Additional Property(ies) in order to perform services or take videos or photographs of the Property. These individuals may take videos or photographs of the Property. Owner understands

and agrees that Broker has neither the ability nor the responsibility to control, prevent, or block the taking of and/or use of images by any such persons, and in no event shall Broker be responsible or liable for any damages, claims, or injuries incurred or alleged in relation to the taking of such video recordings or photographs.

- B. Owner understands and acknowledges that neither Broker, cooperating brokers, nor any other real estate licensees is an insurer against injury, theft, loss, vandalism, damage, third-party claim, or other harm whether suffered, incurred, or claimed due to the use of a key safe or lockbox or any other means. Broker does not maintain insurance to protect Owner, tenants, occupants, other brokers or real estate licensees, appraisers, inspectors, and prospective tenants interested in leasing the Property, or any other party who may access the Property or any Additional Property(ies) through the use of a key safe, lockbox, or other means of access.
- C. Broker recommends that Owner maintain appropriate insurance at the Property and all Additional Property(ies), and strongly urges Owner to take any and all possible precautions and safeguards to protect themselves, other occupants and visitors, third parties who may access the Property or any Additional Property(ies) pursuant to this Section 4, as well as to safeguard and protect such parties' belongings, and other valuables located on or about the Property, including without limitation by installing and maintaining appropriate security equipment, services, and devices.
- D. Owner hereby authorizes Broker to use key safe(s)/lockboxes at the Property.
 - 1. Lockbox 1 is a "smart" lockbox that will be placed at or near the front door to the Property. Prospective tenant(s) are provided a unique code, functional for a two (2) hour period, to perform an unsupervised "self-showing" visit to the property. The "smart" lockbox is also used to exchange key(s) by and between tenant and Broker. After tenant takes possession of key(s), the "smart" lockbox is removed from the Property generally within 30 days. This lockbox may be placed at the Property or any Additional Properties for tenant placement purposes.
 - 2. Lockbox 2 is a "regular" lockbox, hidden at the property, with a key placed in it for emergency service providers and Property vendors and/or the tenants if a tenant has lost or misplaced key(s).

5 OWNER RESPONSIBILITIES: Owner agrees that it shall be responsible for the following:

- A. **DISCLOSURES:** Owner shall provide all documentation, records, and disclosures as required by law, regulation, and as may be required by Broker from time to time to manage and operate the Property and any Additional Properties effectively and in accordance with the Service Agreement and these Online Terms , and shall immediately notify Broker if Owner becomes aware of any change in such documentation, records, or disclosures, or any matter affecting the safe and suitable use and habitability of the Property and any Additional Properties.
- B. **HOA:** Owner shall be solely responsible for all communication with any Owners' Association ("Owners' Association" or "HOA"), including without limitation for providing such Owners' Association with copies of any leases or other documents that the Owners' Association may request or require, obtaining any approvals as may be required for services to be rendered at or on the Property or any Additional

Property(ies) as may be required or permitted under the Service Agreement and these Online Terms , and responding to all communication from and with the Owners' Association.

- C. **INDEMNITY:** Within seven days' notice, Owner expressly agrees to release, indemnify, defend, and hold harmless Broker, and all Broker Parties from and against any and all costs, expenses, suits, liabilities, damages, attorney fees, litigation costs, and claims of every type, including but not limited to those arising out of or relating to injury or death of any person or entity, or damage to any real or personal property of any person, including without limitation Owner ("Claims") for (i) any repairs performed by Owner or by others hired directly or indirectly by Owner; or (ii) Claims relating to the management, leasing, rental, security deposits, maintenance, fair housing issues or complaints, or operation of the Property and any Additional Properties by Broker or Broker Parties, or the performance or exercise of any of the duties, powers or authorities granted to Broker. Owner agrees that timely action in the aforesaid duty to release, indemnify, defend and hold harmless Broker is a material provision of the Service Agreement and these Online Terms and Owner's failure to act under this provision within thirty days of notice to Owner constitutes a material breach of the Service Agreement or these Online Terms . Broker may, at its option, pursue all legal remedies against Owner for all damages derived from Owner's breach of duty to timely act to release, indemnify, defend, and hold harmless Broker as required hereunder, and such remedies may include without limitation monetary damages, injunctive relief, specific performance, and any other remedies available at law or in equity.
- D. **HABITABILITY:** Maintain the Property and any Additional Properties in a condition fit for human habitation as required by the laws and regulations of the state, county, or municipality where the Property and any Additional Properties are located as well as any other applicable laws or requirements of any regulatory or authoritative body having jurisdiction. Broker maintains the right to terminate the Service Agreement and these Online Terms immediately without minimum notice if Owner fails to perform promptly in accordance with this clause, any material clause of the Service Agreement or these Online Terms , or with generally accepted or required habitability standards.
- E. **SECURITY DEPOSIT:** Owner shall be solely responsible for: properly holding any and all deposits, if any, in a manner consistent with and required by all local laws, regulations, and ordinances; releasing and returning any and all deposits to guests in compliance with all applicable laws, regulations, and ordinances; and paying any and all interest to guests on said deposits if and as required by local laws, regulations, and ordinances.
- F. **PREMISE INSURANCE:** At all times, Owner shall carry, pay for, and maintain in good standing: (i) public and premises liability insurance in an amount of no less than \$500,000 (\$1,000,000 is recommended); and (ii) property damage and worker's compensation insurance (in case Owner hires staff directly) in an amount sufficient to adequately protect the interests of Owner and Broker and all Broker Parties, and Broker reserves the right to request proof of such insurance and its status at any time in its sole discretion. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on each and every of Owner's policies relating to the Property and Additional Property(ies) (each an "Insurance Policy" and collectively "Insurance Policies"). With respect to each and every Insurance Policy, Owner shall provide to Broker a Certificate of Insurance naming Broker as an additional named

insured within five (5) calendar days from the date that Owner signs th Service Agreement, and Owner shall pay Broker a fee of \$25 for any month that Owner fails to comply with the requirement to provide such a Certificate of Insurance naming Broker as an additional insured. In the event that Owner changes or adds any Insurance Policy, Owner shall, within five (5) calendar days of such change to or addition of any Insurance Policy, ensure that Broker is included as an additional insured on such new or additional Insurance Policy and shall provide Broker with a Certificate of Insurance evidencing that Broker has been named as an additional insured as required hereunder, in both instances by uploading the Certificate of Insurance to Client's account accessible by logging in at www.ziprent.com/auth. For each month in which Owner fails to comply with the requirement to provide such Certificate of Insurance to Broker evidencing the Broker has been added as an additional insured, a fee of \$25 ("COI Noncompliance Fee") shall be assessed by and payable to Broker. For the avoidance of doubt, the Owner's payment of COI Noncompliance Fees shall not be deemed to extinguish or replace Owner's obligations to provide the Certificate of Insurance evidencing that Broker has been named as an additional insured as required or to comply with any other provisions of this Section, nor shall Broker's acceptance of any COI Noncompliance Fees indicate or constitute a waiver of its rights under this section. Owner and Owner's insurance agent shall make an independent assessment as to the adequacy of all policy limit amounts on all of the Insurance Policies that Owner procures for the Property and any Additional Properties. Owner and Broker each hereby waive any and all claims of subrogation against the other arising out of any facts or circumstances which are, or could have been, covered by policies of liability or hazard insurance described above. Owner understands that a substantial consideration for the Service Agreement constitutes Owner's agreement and representation that it will abide by the insurance requirements stated herein and that Broker is able to rely upon the Insurance Policies held by and/or provided for Owner. Owner or Broker, as the case may be, shall notify each other if any insurance carrier does not agree to waive subrogation rights in any insurance policy required by the Service Agreement and these Online Terms. It is expressly understood that Broker does not and shall not be required to maintain any insurance to protect Owner, tenants, occupants, other brokers and real estate licensees, authorized appraisers and inspectors, tenants, service providers, and prospects interested in leasing the Property and any Additional Properties. Any breach of a provision of the Service Agreement or these Online Terms which references, relates to, or pertains to insurance or any Insurance Policy, and any terms relating thereto, shall be deemed a material breach of the Service Agreement or these Online Terms .

- G. **LATE CHARGES:** Owner shall promptly pay any late charges, penalties, and/or interest imposed by lenders, credit card companies, or other parties for failure to make payments to such parties as may be required under applicable agreements or arrangements .
- H. **BANK ACCOUNT:** Immediately upon signing the Service Agreement, Owner shall identify for and provide to Broker a bank account that shall be dedicated to the Property and any Additional Properties and shall provide Broker's third-party processor with all necessary bank account information to facilitate ACH credit and debit of funds related to the management of the Property pursuant to the terms of the Service Agreement and these Online Terms. Broker will maintain a trust account in a federally insured financial institution if required by and in compliance with the laws of the state, county,

or municipality in which the Property or any Additional Property is located. Broker and Owner will maintain a custodial client account in a federally insured financial institution if required by and in compliance with the laws of the state in which the Property is located. Owner represents and warrants that: (a) Owner will not cause any blocks to Broker's access to the bank account identified by Owner pursuant to the terms of this Section 5; (b) Owner will promptly notify Broker if Owner intends to utilize a new bank account for purposes of the Service Agreement; and (c) Owner will promptly execute and provide any and all authorization to allow the new bank account to be debited by the Broker as needed. All authorizations related to accessing and/or debiting Owner's bank account designated under this provision which are given by Owner in accordance with this provision will remain in effect for the entire duration of the Service Agreement.

- I. **COMPLIANCE:** Owner shall comply with all Federal, State, County, and City laws, regulations, and ordinances with respect to the rental of the Property and any Additional Properties. Broker and Owner shall abide by fair housing standards in prohibiting discrimination, including without limitation any discrimination on the basis of race, color, religion, sex, disability or handicap, familial status, national origin, sources of income or Section 8 housing, sexual orientation, gender identity, children, domestic violence victims, or other classes protected under federal, state, or local laws.
- J. **RENTERS INSURANCE:** Owner shall be solely responsible to confirm that each tenant has obtained renter's insurance as may be required under the terms of the tenant's lease and that any proof or certificate of insurance to be provided by tenant has been delivered to Owner, and shall make such proof of insurance available to Broker upon request.
- K. **RESPONSIVENESS:** Owner shall respond in writing or using the Ziprent interface to all requests for acceptance or denial of applicants, lease copies and repair requests within 24 hours.

6 OWNER REPRESENTATIONS: Owner represents and warrants that:

- A. Unless otherwise specified by Owner in writing in advance of the Effective Date, Owner is unaware of: (i) any recorded Notice of Default affecting the Property and/or any Additional Property(ies); (ii) any delinquent taxes, fees, or amounts due under any loan secured by, or other obligation affecting, the Property and/or any Additional Property(ies); (iii) any bankruptcy, insolvency or similar proceeding affecting the Property and/or any Additional Property(ies); (iv) any litigation, arbitration, administrative action, government investigation, or other pending threatened action that does or may affect the Property and/or any Additional Property(ies); or Owner's ability to lease or transfer it; and (v) any current, pending or proposed special assessments affecting the Property and/or any Additional Property(ies). Owner shall promptly notify Broker in writing if Owner becomes aware of any of the aforementioned items, occurrences, or issues during the term of the Service Agreement.
- B. Owner is the lawful owner of the Property and any Additional Property(ies);
- C. Owner has full authority to enter into the Service Agreement and to accept these Online Terms, and if Owner is a legal entity, that the person signing on the entity's behalf is fully authorized to enter into the Service Agreement and to bind the entity;
- D. Owner's execution of the Service Agreement does not conflict with any contractual or legal obligation of Owner to any third party;

- E. The physical condition of the Property and any Additional Property(ies), including any special features or amenities, is suitable, habitable, and safe for use and in compliance with all applicable local, state, and federal building, occupancy, and health laws and regulations, and all other applicable laws, codes, and regulatory requirements;
- F. Use of the Property and any Additional Property(ies) as a rental is not prohibited by any applicable law, regulation, deed restriction, agreement, contract, or homeowners' association bylaw or rule. Owner further represents and warrants that he or she has full permission or authority to bind any additional owner or owners. These representations and warranties are continuing. In the event that any of the foregoing representations or warranties is no longer true or correct, Owner will immediately notify Broker in writing; and
- G. Nothing in the Service Agreement and these Online Terms changes Owner's title to, or general rights and obligations of ownership in, the Property and any Additional Property(ies). Except as expressly provided in the Service Agreement and these Online Terms, Owner is and shall at all times remain fully responsible for all physical, legal, and financial matters pertaining to Property and any Additional Property(ies) whether such property is rented or not, including without limitation responsibility for: the cost of all repairs, maintenance, and replacement of any and all furnishings, fixtures and equipment necessary to maintain Property and any Additional Property(ies) in a suitable condition for rental occupancy; financial matters associated with ownership of the Property and any Additional Property(ies); and ensuring that the property is in compliance with all applicable laws, codes, regulations, deed restrictions, and homeowners' association bylaws and rules.

7 TAX WITHHOLDING: Owner understands and acknowledges that Broker does not directly handle rent payments, and Broker is not responsible for withholding funds on behalf of Owner for the payment of taxes for, in relation to, or upon any rental or other income received by Owner for or in relation to the Property or any Additional Property(ies). Owner shall be solely responsible for payment of and agrees to timely pay all rental taxes owed to the municipality(ies), states(s), and country(ies) where the Property or any Additional Properties is/are located. Owner expressly agrees that Owner will indemnify, protect, defend, and hold harmless Broker and Broker Parties from and for any claims, liability, demands, expenses, or damages which Broker or any of Broker Parties may incur as a result of or in relation to any failure by Owner to pay any taxes in accordance with applicable law. Owner certifies that Owner is a resident of the state where the Property or any Additional Property(ies) is located or is authorized to engage in property rentals where the Property or any Additional Property(ies) is located, or that Owner is a corporation, general partnership, limited partnership, or limited liability company qualified to conduct business in the state where the Property or any Additional Property(ies) is located, if required by state law. For the avoidance of doubt, this, and all provisions pertaining to tax or indemnification, are material elements of the Service Agreement and these Online Terms that shall survive any termination of the Service Agreement and any amendment of these Online Terms.

8 COMPENSATION AND LIMITATION OF SERVICES: Compensation and limitations of services shall be as set forth in Exhibit A attached to the Service Agreement and these Online Terms are incorporated into the Service Agreement by reference.

9 AGENCY RELATIONSHIPS: Broker's general position is to act as the agent of Owner in relation to the rental of the Property and any Additional Property(ies) and as required to provide the services provided for hereunder. If the Property includes residential property with one-to-four dwelling units and the Service Agreement or these Online Terms permits a tenancy in excess of one year, Owner understands that Broker may have or obtain service and/or property management agreements on other properties and that potential tenants may consider, make offers on, or lease through Broker, properties that are the same as, competitive with, or similar to Owner's Property and/or any Additional Property(ies). Owner consents to Broker's representation of other owners' properties before, during, and after the termination of the Service Agreement regardless of whether such properties are similar, competitive with or the same as the Property or any Additional Property(ies). Owner acknowledges, understands, and agrees that Broker is an independent contractor. these Online Terms does not create a partnership or joint venture by and/or among Broker and Owner or any other party.

10 NOTICES: Any written notice to Owner or Broker required under these Online Terms shall be delivered by electronic delivery methods. The Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), signed into law on June 30, 2000, provides a general rule of validity for electronic records and signatures for transactions in or affecting interstate or foreign commerce. The E-Sign Act allows the use of electronic records to satisfy any statute, regulation, or rule of law requiring that such information be provided in writing if the consumer has affirmatively consented to such use and has not withdrawn such consent. Subject to certain exceptions, the substantive provisions of the law were effective on October 1, 2000. Record retention requirements became effective on March 1, 2001. The E-Sign Act grandfathers existing agreements between a consumer and an institution to deliver information electronically. However, agreements made on or after October 1, 2000, are subject to the requirements of the E-Sign Act.

- A. Email to Broker shall be to: onboarding@ziprent.com
- B. Email to Owner shall be the email on file at www.ziprent.com at the time of correspondence, and Owner shall be solely responsible for ensuring that such information is kept up-to-date and current at all times.

11 RECORDS: Broker shall keep records of its property management activities relating to the Property and/or any Additional Property(ies) in accordance with the laws of the state where the Property and/or any Additional Property(ies) is located and regulations adopted by the state agency regulating real property management in the state where the Property and/or any Additional Property(ies) is located. All documents and records relating to such activities are the property of Broker and remain the property of Broker and shall remain with Broker after and irrespective of any termination of these Online Terms unless furnished to Broker by Owner. Broker is not required to provide paper or electronic copies of any records or documents and may at its discretion provide documents electronically, but shall not be obligated to do so. Upon any expiration or termination of the

Service Agreement and/or these Online Terms, Broker shall promptly return keys by providing Owner access to the keysafe(s) or lockbox(es) on-site at the Property and/or any Additional Property(ies); Broker will take reasonable steps to ensure the following documents are available for Owner to download at www.ziprent.com or, upon reasonable request by Owner, Broker shall e-mail copies of such documents to Owner at Owner's email address on file at www.ziprent.com: (i) a final accounting, and (ii) electronic copies of all current leases or rental agreements. Broker will retain records for five years from termination, or for such shorter period of time as may be allowed under applicable laws, codes, or regulations, after which Broker may permanently dispose of such records.

12 DISPUTE RESOLUTION:

- A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of the Services Agreement, or any resulting transaction before resorting to arbitration. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first, or promptly thereafter, attempting to resolve the matter through mediation, or (ii) refuses to mediate before the commencement of an action or promptly after a request for mediation has been made, then that party shall not be entitled to recover attorneys fees, even if they would otherwise be available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 12C.
- B. **ARBITRATION OF DISPUTES:** Owner and Broker agree that any dispute or claim in law or equity arising between them out of the Service Agreement, these Online Terms, or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience unless an arbitrator with those qualifications is not available or the parties mutually agree to a different arbitrator. The parties shall have the right to discovery and the arbitration shall be conducted in accordance with the rules set forth by the Uniform Arbitration Act (the "UAA") if it has been adopted by the state where the property is located, or the Federal Arbitration Act (the "FAA") if the UAA has not been adopted by the state where the property is located. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Any proceeding to compel or enforce mediation or arbitration may be brought in the courts of the state where the property is located or, if it has or can acquire jurisdiction, in the United States District Court for the state where the property is located, and Owner and Broker irrevocably submit to the exclusive jurisdiction of each such court in any such proceeding, and waive any objection they may now or later have to venue or to the convenience of forum. Exclusions from this arbitration agreement are specified in paragraph 12C. BY CONSENTING TO THE PROVISIONS HEREIN, OWNER AND BROKER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE OR JURY IN STATE OR FEDERAL COURT.
- C. **ADDITIONAL MEDIATION & ARBITRATION TERMS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in the applicable code, statutes, and/or rules in the state where the property is located; (ii) a forcible entry and unlawful

detainer action; (iii) the filing or enforcement of a mechanic's or construction lien; (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court; and (v) the filing of a court action solely for the purpose of filing a notice of pending action, or to seek an order of attachment, receivership, injunction, or other provisional remedies, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures described herein for the adjudication of any claims or disputes that are not expressly excluded by this section.

- D. **LIMITATION OF LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO CASE SHALL BROKER BE LIABLE TO OWNER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS), OR FOR ANY OTHER DAMAGES THAT ARE NOT DIRECT ECONOMIC DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE AGREEMENT OR THESE ONLINE TERMS, WHETHER BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF BROKER HAS BEEN ADVISED OF OR OTHERWISE HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, BROKER'S LIABILITY TO OWNER FOR BREACH OF CONTRACT OR NEGLIGENCE, SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL MANAGEMENT FEE RECEIVED BY BROKER UNDER THE SERVICE AGREEMENT OR THESE ONLINE TERMS DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.
- E. **CLASS ACTION AND JURY TRIAL WAIVER:** THE PARTIES AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL AND EXPRESSLY WAIVE ANY RIGHT TO JOIN ANY CLASS ACTION IN RESPECT OF OR IN RELATION TO THE SERVICE AGREEMENT OR THESE ONLINE TERMS OR IN RELATION TO THE OTHER PARTY HERETO.

13 EQUAL HOUSING OPPORTUNITY: The Owner acknowledges and understands that the Broker is an equal opportunity broker. The Broker adheres to all federal, state, and local anti-discrimination laws and is committed to providing services without discrimination on the basis of race, color, religion, sex, disability, familial status, or national origin, or any other class protected by law. The Owner agrees to support and uphold this policy in all interactions related to the Property and any Additional Properties managed under the Service Agreement. Owner further agrees to offer Property and any Additional Properties for lease in compliance with federal, state, and local anti-discrimination and Fair Housing laws.

14 COLLECTIONS COSTS AND ATTORNEY FEES: In the event of any Owner's failure to timely make any required payment for Broker's services as set forth in Exhibit A to these Online Terms, the parties agree that a late payment penalty in an amount equal to 10% of the unpaid amount will be immediately assessed against Owner by Broker. The parties further agree that interest will be charged on the unpaid amount (inclusive of any late payment penalty), commencing upon the date of Owner's default, at a rate equal to the greater of 2.85% per month or the maximum rate allowed under applicable state and/or federal law. In any action, proceeding,

or arbitration between Owner and Broker regarding the obligation to pay compensation under the Service Agreement, the prevailing party shall be entitled to reasonable attorney fees, court costs, filing fees, and other reasonable costs incurred in collecting any late payments from the non-prevailing party, except as provided in paragraph 12A. The parties agree that in the event of a legal proceeding, arbitration, mediation, or otherwise, the prevailing party will be entitled to the maximum amount of total attorney's fees of five-thousand dollars (\$5,000.00). The parties further agree that nothing in this provision shall affect, limit, or mitigate Owner's responsibilities as described and delineated in the Service Agreement and these Online Terms. Notwithstanding anything to the contrary in the Service Agreement or these Online Terms, and without any prejudice to any other right it may have, Broker reserves the right, but not the obligation, at any time, to set off any payments it may owe to Owner under the Service Agreement or these Online Terms against any amount payable by Owner to Broker, which right the Broker may exercise in its sole and absolute discretion.

15 DEFAULT AND EARLY TERMINATION:

- A. **DEFAULT BY OWNER:** Owner is in default and Broker may terminate the Service Agreement immediately upon non-payment, or other default, by Owner as described in the Service Agreement and these Online Terms . Owner is in default and Broker may terminate the Service Agreement and these Online Terms if within three (3) days of notice (i) Broker, in its sole and absolute discretion, determines that any actions, omissions, directions, or instructions from Owner could subject Broker to legal liability, (ii) Owner does not comply with or abide by any law, regulation, or order of a governing authority, or (iii) Owner fails to cure another breach (other than nonpayment) by Owner under the Service Agreement or these Online Terms , including without limitation, any failure of Owner to provide a Certificate of Insurance affirming that Broker is included as an additional insured on Owner's insurance policy(ies) pursuant to the requirements established in Section 5F (regardless of whether Owner has paid the COI Noncompliance Fee in any one or more month(s).
- B. **TERMINATION UPON SALE:** The Service Agreement and these Online Terms shall terminate upon the sale of the Property to an entity that is not affiliated with Owner; provided that Owner has fully and completely paid Broker any and all fees, compensation, and commissions earned, pursuant to the terms of the Service Agreement and these Online Terms. Owner shall give Broker notice of any listing of the Property and any Additional Property(ies) for sale, within five (5) business days after the listing agreement is signed. Owner shall give Broker notice of termination not less than thirty (30) days prior to the closing date for the sale of the Property and/or any Additional Property(ies). Management fees shall continue through the last day of the month of final accounting.
- C. **BANKRUPTCY AND INSOLVENCY:** In the event, a petition in bankruptcy is filed by or against either Owner or Broker, or in the event that either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party may immediately terminate the Service Agreement and these Online Terms.
- D. **DEFAULT INTEREST AND OTHER REMEDIES:** If Owner fails to make any payment to Broker within thirty (30) days of the due date, Broker shall be entitled to immediately terminate the Service Agreement and these Online Terms by sending written notice of termination to the Owner, and regardless of whether or not Broker terminates the Agreement, Owner shall be obligated to pay

Broker interest on any such unpaid sums at the rate of one percent (1%) per month from the date of the invoice until paid in full, or the maximum amount permitted under applicable law. Remedies set forth in the Service Agreement and these Online Terms shall be in addition to and shall not exclude any other remedy available under applicable law to the parties, including without limitation injunctive relief. The payment obligations established in the previous sentence will survive any termination of the Service Agreement or these Online Terms.

- E. **CHANGE IN LAW:** If any state, county, city or other government or association statute, rule, or regulation prohibits the use of the Property or any Additional Property(ies) as a rental property as contemplated by the Service Agreement and these Online Terms or makes such use economically prohibitive or commercially impractical, Broker may terminate the Service Agreement and these Online Terms with immediate effect.

16 TIME OF ESSENCE; ENTIRE CONTRACT; COUNTERPARTS: Time is of the essence with respect to all dates and time periods set forth or referred to in the Service Agreement and these Online Terms. All understandings between the parties are incorporated in the Service Agreement and these Online Terms. Its terms are intended by the parties as a final, complete, and exclusive expression of their Agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of the Service Agreement and these Online Terms is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. The Service Agreement and these Online Terms and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

17 MISCELLANEOUS.

17.1 COMPLIANCE WITH LAWS AND ENVIRONMENTAL MATTERS; RESPONSIBILITIES OF OWNER:

- A. **REGULATED SUBJECTS:** Owner is solely responsible to ensure that the Property and any Additional Property(ies) is compliant with each law, statute, ordinance, code, rule, regulation, requirement, license, permit, certificate, judgment, decree, order, or direction of any governmental or quasi-governmental authority, agency, department, board, panel or court, including but not limited to, the Americans with Disabilities Act, seismic, asbestos, lead paint, underground injection control systems (UIC), mold, mildew, fungi, and other organism contamination, environmental issues, air quality, radon, construction defects, zoning, and land use, and requirement of any board of fire insurance underwriter (singularly and collectively "Regulated Subjects"). Owner shall obtain and maintain in effect at all times throughout the term of the Service Agreement and these Online Terms, all licenses and permits required for the proper, safe, and lawful conduct of Owner's business and use, access, and operation of the Property and any Additional Property(ies) and shall at all times comply with the requirements pertaining to such licenses and permits.
- B. **ENVIRONMENTAL ISSUES:** The term "environmental issues" as used in Section 17.1 above includes, without limitation, compliance with (i) Environmental Laws (as defined below); (ii) common law liability for environmental matters and conditions, and (iii) any and all administrative and court orders, decrees

and judgments regarding environmentally related matters applicable to the Property. Such matters shall include, without limitation, conditions arising from and related to water intrusions such as mold and mildew, property damage, bodily injury, death, and other human and environmental consequences related to them. . For the purposes of the Service Agreement and these Online Terms, 'Environmental Law' means any federal, state, local, or international law, statute, ordinance, rule, regulation, code, order, treaty, or other requirement of any governmental authority, or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree, or judgment, related to the environment, health, safety, or to the handling, use, presence, disposal, release, or threatened release of Hazardous Substances. This includes, but is not limited to, laws and regulations related to air and water quality, noise, hazardous and non-hazardous waste, solid waste, underground storage tanks, above-ground storage tanks, infectious waste, air emissions, discharge, release and disposal to land or water, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of substances, materials, or wastes, whether solid, liquid, or gaseous in nature. Key examples include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ('CERCLA'), as amended, 42 USC §§9601-9675, the Resource Conservation and Recovery Act of 1976 ('RCRA'), as amended, 42 USC §§6901-6992k, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Oil Pollution Act, the Emergency Planning and Community Right-to-Know Act, and any state analogue, and all regulations and guidelines promulgated thereunder. "Hazardous Substance" includes without limitation: (i) hazardous substances, hazardous wastes, extremely hazardous substances, hazardous chemicals, toxic chemicals, and all other substances defined as hazardous or toxic under the Environmental Laws, or any similar law or regulation now existing or hereafter promulgated; (ii) all materials, substances, and wastes that are or which contain (A) asbestos; (B) polychlorinated biphenyls; (C) explosives, except such explosives as are used during construction in accordance with law; (D) petroleum, and any fractions thereof; or (E) radioactive materials and (iii) such other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations. "Hazardous Substances" also include mold, mildew, dry rot, spores, and all other similar substances.

C. **EARTHQUAKE; TERRORISM; ACTS OF GOD:** Owner is and shall remain solely responsible for any and all liability, loss, damage, claim, costs, and expenses associated with or arising out of earthquake hazards, earthquakes, terrorist acts, pandemic or epidemic, acts of God, fire, flood, and other casualties on or about the Property and any Additional Property(ies).

D. **BROKER'S ROLE:**

1. Broker shall use commercially reasonable efforts to promptly notify Owner of any violation of a Regulated Subject of which Broker becomes aware. Owner shall promptly notify Broker of any violation of a Regulated Subject of which Owner becomes aware. In such circumstances, Broker may, at its sole discretion, but shall not be obligated to, retain professionals or contractors as it deems appropriate or necessary or beneficial to inspect and/or remedy such matter, at Owner's expense, and except in cases of emergency, Broker shall endeavor to notify Owner in advance of such actions, decisions, or requirements. Notwithstanding the foregoing

and for the avoidance of doubt, Owner understands and agrees that Broker is not under any obligation to investigate or otherwise assist with respect to any Regulated Subjects.

2. **END USER AGREEMENT:** Owner acknowledges and agrees that Owner is solely responsible for any and all decisions regarding the acceptance or denial of any tenant application, and lease modification decisions, regardless of whether such decisions are made based on the consumer report information provided by Broker. Broker's role is limited to transmitting the summary of applicant information received from the third-party consumer reporting agency to the Owner for review. Broker is not responsible for any adverse actions taken based on the consumer report, including without limitation any tenant application denial, conditional approval, or modification of lease terms.

In the event the Owner decides to take adverse action based on a consumer report, Owner authorizes Broker to assist in issuing an adverse action notice on the Owner's behalf, in compliance with FCRA § 615(a) (15 U.S.C. § 1681m). The adverse action notice shall notify the applicant of the adverse decision and indicate that the decision was based in part on information contained in a consumer report. The notice will include the name, address, and phone number of the consumer reporting agency that supplied the report. It will also include a statement that the consumer reporting agency did not make the adverse decision and cannot explain the reasons behind it. The notice will inform the applicant of their right to obtain a free copy of their consumer report from the consumer reporting agency within 60 days, and it will advise the applicant of their right to dispute the accuracy or completeness of any information provided by the consumer reporting agency.

Owner agrees to maintain confidentiality of all applicant information provided by Broker and to dispose of all consumer report information securely and in compliance with FCRA guidelines once the information is no longer needed for its intended purpose. Furthermore, Owner acknowledges and agrees that Broker's role is solely to facilitate the provision of applicant information and to assist in issuing legally required notifications. Owner further acknowledges and agrees that all final tenant decisions are Owner's sole responsibility and Broker shall bear no responsibility or liability for such decisions.

17.2 CONSEQUENTIAL DAMAGES WAIVER: Broker and Owner each hereby waives any and all consequential damages, loss of profits, and other economic damages, under any and all circumstances and regardless of the claim or liability with the exception of provisions of the Service Agreement and these Online Terms pertaining to Owner's liability to Broker in relation to any claims by Broker for loss of profits and/or expenses incurred in connection with any breach, termination, or constructive termination of the Service Agreement and these Online Terms by Owner.

17.3 CONSTRUCTION OF AGREEMENT: In construing the Agreement, Owner or Broker may be more than one person, and either or both may be a corporation, partnership, limited liability company, or other association. If the context so requires, the singular pronoun may be taken to mean and include the plural, the masculine, the feminine, and the neuter, and generally, all grammatical changes shall be made assumed and

implied to make the provisions apply equally to entities and to more than one individual. All captions used herein are for convenience only and shall not be construed so as to limit or restrict any language of the Agreement. The rule of construction and interpretation wherein any ambiguities in a written agreement are to be construed against the party that prepared or drafted such agreement shall not be applicable to the interpretation of the Service Agreement and these Online Terms. Instead, the terms of the Service Agreement and these Online Terms shall be construed fairly as to both parties and not in favor or against either party, regardless of which party generally drafted the Service Agreement and these Online Terms.

17.4 RECITALS; APPLICABLE LAW; AMENDMENT: Each and every portion of the Agreement is contractual and not a mere recital and all recitals are incorporated into the Service Agreement and these Online Terms. The Service Agreement and these Online Terms is governed by and interpreted according to the law of the state where the Property and/or the Additional Property(ies), as the case may be, is located and any applicable federal law. Except as provided in Exhibit A and these Online Terms, the Service Agreement, these Online Terms or any provision in it may not be extended, amended, modified, altered, or changed except in writing by the Broker.

17.5 ASSIGNMENT: Either party may assign the Service Agreement or these Online Terms or any of its rights or delegate any of its duties or other interests in the Service Agreement and these Online Terms at any time without the other party's consent provided that any no assignment by Owner will be effective unless both of the following conditions are met: (1) Owner controls the entity to which such assignment is made and (2) Owner's assignee holds title to the Property and the Additional Property(ies).

17.6 INTEGRATION: The Agreement contains the entire understanding and agreement of the parties with respect to the parties' relationship, and all prior negotiations, discussions, or understandings, oral or written, are integrated into the Service Agreement and these Online Terms. No prior negotiations, discussions, or agreements are binding or enforceable against the parties. The Services Agreement and these Online Terms replace and supersede any prior agreement by and among the parties, including without limitation any prior Property Management and Tenant Placement Agreement between Owner and Broker.

17.7 SURVIVAL: The provisions in Sections 5C, 5F, 6, 7, 12, 14, 15A, 15B, 15C, 15D, 17.7, and 17.11, in addition to any provision of the Service Agreement and these Online Terms which requires a party to hold harmless and to indemnify the other, shall survive termination of the Service Agreement and these Online Terms.

17.8 WAIVERS: Any delay in enforcement or waiver by any party hereto with respect to any particular provision of the Agreement, or of any breach thereof, shall not constitute a continuing waiver of such provision, nor a waiver of any other provision nor of any other breach of the Service Agreement or these Online Terms. If any provision, paragraph, or subparagraph herein shall be deemed invalid, illegal, or unenforceable in any respect, the validity and enforceability of the remaining provisions, paragraphs, and subparagraphs shall not be affected.

17.9 FORCE MAJEURE: Broker shall not be deemed in breach of the Service Agreement or these Online Terms if Broker is unable to complete the services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness, or incapacity of Broker or any local, state, federal, national, or international law, governmental order or regulation or any other event beyond Broker's control (collectively, "Force Majeure Event"). Upon occurrence of a Force Majeure Event, Broker shall give notice to Owner of its inability to perform or of delay in completing the services and shall propose revisions to the schedule for completion of the services. Broker shall not be liable for any costs or damages as a result of such delay or for any failure to perform due to a Force Majeure Event. Broker shall not be required to perform any term, condition, or covenant in the Service Agreement or these Online Terms if such performance is delayed or prevented by a Force Majeure Event, it being understood that Broker shall use commercially reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

17.10 COUNTERPARTS: The Agreement may be signed in several counterparts. The signature of one party on any counterpart shall bind such party just as if all parties had signed that counterpart. Each counterpart shall be considered an original. All counterparts of the Agreement shall together constitute one original document and may be executed and transmitted electronically.

17.11 GOVERNING LAW: The Service Agreement and these Online Terms will be governed by and construed in accordance with the laws of the state in which the Property and/or any Additional Property is located, without giving effect to any principles of conflicts of law. The parties' consent to the personal jurisdiction of the state and federal courts in the state where the Property is located for any action or proceeding arising out of or relating to the Service Agreement and these Online Terms or for recognition or enforcement of any judgment relating thereto.

17.12 RELEASE UPON RENEWAL: If the Service Agreement is a renewal or a re-signing of a prior agreement, Owner agrees to waive any and all claims, liabilities and obligations of any kind relating, in part or in whole, to any claims or disputes which accrued prior to the signing of the Service Agreement and acceptance of these Online Terms. Accordingly, Owner hereby releases and discharges Broker, including any corporations, subsidiaries and affiliated corporations and entities, insurers, attorneys, officers, directors, shareholders, agents, employees and all persons claiming under or through the Party from any and all claims, demands, judgments, rights, liability, damages, debts, obligations, costs, fees, expenses, performance claims, warranty claims, bailment claims, promises and causes of action of every kind and nature, known and unknown, that have been brought or that could have been brought for any actions which occurred prior to the signing of the Service Agreement. Notwithstanding the foregoing, nothing in this Section shall prohibit Broker from pursuing any prior breach or claim.

17.13 SEVERABILITY: If any portion of the Service Agreement or these Online Terms is held invalid in any jurisdiction: (1) such holding shall not affect the validity of that portion in any other jurisdiction; (2) the validity of the remaining portions shall not be affected; and (3) to the greatest extent reasonable and possible, the intent

of the parties hereto with respect to their rights and obligations under the Service Agreement and these Online Terms (including with reference to the parts deemed invalid) will be given full effect.

17.14. AMENDMENTS: The Service Agreement may be amended only as follows:

- A. **AMENDMENT BY MUTUAL ASSENT:** The Service Agreement may be amended at any time only upon the mutual assent of the parties. Any amendment by mutual assent must be in writing (including by electronic mail), and must be signed or assented to by a Broker representative, noting that such assent may be given via electronic mail or other form of written communication.
- B. **AMENDMENT BY NOTICE AND ACCEPTANCE:** Broker may send Owner a proposed amendment to the Service Agreement, or a proposed fully restated agreement. Broker will send any proposed amendment or restated agreement by electronic mail to Owner's last known address provided to Broker in the Owner portal, or will make the proposed amendment or restated agreement available for Owner's review in the owner portal. Any proposed amendment will be deemed accepted and will be incorporated into the Service Agreement, and any restated agreement will replace the Service Agreement, effective on the 31st calendar day after Broker transmits the proposed amendment or restated agreement to Owner, unless Owner notifies Broker in writing before the date the amendment or restated agreement becomes effective that Owner objects, in which event the proposed amendment or restated agreement shall not become effective. Any objection to any term or portion of a proposed amendment or restated agreement will be treated as an objection to the entirety of the proposed amendment or restated agreement.
- C. **AMENDMENT OF THESE ONLINE TERMS.** Notwithstanding the foregoing, Broker may amend these Online Terms from time to time in its sole and absolute discretion, and any such amendments to these Online Terms shall be immediately effective and form part of the Service Agreement upon posting such updated terms to Broker's website. Broker will endeavor to, but shall not be obliged to, inform Owner of any such changes to the Online Terms. Owner agrees and acknowledges that Broker has advised Owner to monitor these Online Terms regularly to ensure that Owner is aware of any changes to the rights, duties, and obligations of the parties under these Online Terms and/or the Services Agreement.