RESIDENTIAL MANAGEMENT AGREEMENT

This Agreement is entered into between Gary Cooley and Kimber1y Coolev whose address 9222 Mintcreek Cour, Centerville OH 45458 and shall be referred to .u the "Owner" and K & E Property Management, Ltd., whose address is 509 Windsor Park Drive, Centerville OH 45459 and shall be referred to as the "Agent".

1. **Agency:** The Owner employs Agent to lease and mana.ge the Owners residential property located at 151 East Drive. Centerville OH 4545 8 and commonly referred to as a single family home and referred to as the "Property".
2. **Duties of the Agent:** In order to manage and lease the Property, the Agent shall have the following responsibilities:
	1. The Agent shall use its best efforts to attract and retain Tenants for the
	2. The Agent shall handle all negotiations with Tenants with respect to a Lease. Agent will make every effort to secure a qualified tenant per established underwriting guidelines.
	3. The Agent shall employ, supervise, discharge, and pay all employees or independent contractors who are required in the proper management and operation of the Property. The Agent shall pay all employees and independent contractors and fully complete all necessary federal and state tax withholdings and payments of unemployment taxes and related taxes at the expense of the Owner.
	4. The Agent shall purchase all necessary supp1ies for the proper management of the Property which may include utilities at the expense of the Owner.
	5. The Agent shall contract for or undertake the making of all necessary repairs and the performance of all other necessary work for the benefit of the Property including any required alterations to the Property. However, no expense shall be incurred for such matters in excess of Five Hun‹1red Dollars ($500 00) for any single item without the express consent of the Owner, except where required during an emergency. An emergency is defined as any event or occurrence that relates to the health, welfare, or safety of the Tenants or the general public or is necessary to preserve the Property from material damage.
		1. From the rents received the Agent shall pay all operating expenses and any other expenses requested by the Owner. If instruc.ted by the Owner, the Agent shall pay any mortgage payments or real estate taxes and assessments when such payments become due.
3. The Agent shall perform all other necessary tasks and do all other things as required for the proper management , upkeep, and operation of the Property as customarily performed by a managing agent of residential properties.
4. The Agent shall collect all rents and other income from the Tenants when such amounts become due and take all necessary steps to collect the rent and perform all reasonable acts on behalf of the Owner for the protection of the Owner and the collection of rent. The Agent shall collect all additional charges other than rent associated with the Property if required by the Tenants Lease.
5. The Agent shall maintain an operating checking account for the Property and shall deposit all income from the Property into the owners operating checking account and shall pay all expenses associated with the Property out of the checking account. The Agent shall maintain financial records which shall include, but not be limited to, invoices, bank statements, ri•conci1iation reports, deposit records, income statements, balance sheets and leases. These financial statements shall be open to the Owner during the normal business hours of the Agent. The Owner or Owner's agents, attorneys' or accountants shall be entitled to inspect the financial records. Upon termination of this Agreement, the financial records pertaining to the Property shall be delivered to th‹: Owner or Owner's agent within forty-five (45) days of final termination date. The Agent shall deposit all security deposits, pet deposits into the owners operating checking account. **Owner will not have access to operating account.**
6. **Payment to Owner:** The Agent shall pay to the Owner the net income from the Property or a portion of the net income from the Property as directed by the Owner in the following manner: **Agent** to keep a minimum of $500.00 in operating checking account each month and send residual amount to Owner. Agent to mail payment to owner

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1. **Compensation of Agent:** The Owner shall pay the Agent as a management fee a sum equal to Eight and one half percent (8.0%1 of the gross income collected on the property or 40 00, whichever is greater. The management fee shall be paid by the Owner on the first day of the each calendar month during the term of this Agreement. Monthly office fee of $6.00.
2. **Duties of the Owner:** The Owner shall provide the Agent with all documents in possession of the Owner which shall include, but not limited to, a survey, building plans, specifications, if available, Tenant Leases, listing of security deposits a list of current service providers, copy of insurance policies, real estate tax information, mortgage information, and any other documents or information deemed necessary by the Agent to property manage the Property.

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1. **Agent Assumes No Liability:** Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous owners of the Premises, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any tenant in, the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period the Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing, anti Owner shall promptly cure them.
2. **Agent of Owner:** All acts done by the Agent under this Agreement shall be done as Agent of the Owner and all obligations or expenses incurred shall be at the expense of the Owner. However, the Owner shall not be obligated to pay for any cost and expenses of supervisory services to be rendered by the Agent's employees, other than approved on- site employees who are engaged in the performance of duties imposed under this Agreement; the salaries, wages or other compensation of ‘any officers, directors or employees of Agents; any expenses of Agents principal or branch offices except the authorized on-site office space in the property; Agents overhead or general expenses; and capital expenses of Agent, its subsidiaries and affiliates. .All payments to be made by the Agent shall be made out of such funds as are available in the properties checking

account. It is agreed that the Agent shall not be obligated to expend its own founds for any payments which Agent is authorized to make under this Agreement.

1. **Liability Insurance:** Owner shall obtain and keep in force adequate insurance against physical damage (e.g. fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner’s expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form substance and amounts reasonably satisfactory to Agent. Owner agrees to furnish Agent with certificates evidencing such insurance or with duplicate copies of such policies within fifteen (15) days of the execution of this Agreement.

If Owner fails to do so, Agent may, but shall not be obligated to place said insurance and charge the cost thereof to the Operating (and/or) Reserve(s). Said policies shall provide that notice of default or cancellation shall be sent to agent as well as Owner and shall require a minimum of fifteen f15) *days written notice to Agent before any cancellation of or changes to said policies.*

1. **Relationship of Agent to Owner:** The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of Owner, in Owner’s name, and for Owner’s account. In taking any action under this Agreement, Agent shall be acting only as Agent fpr Owner, and nothing in this Agreement shall be construed as creating a partnership,

joint venture or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall Agent at any time during the period of this Agreement be considered ii direct employee of Owner.

Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the! spirit and intent of this Agreement.

1. **Term:** The term of this Agreement shall be for an initial period of one(1) year from the 1st day of Mav 2019 and expires the 30\_day of April 2020.
2. Termination by Default: In the event the Owner fails to pay the Agent its management fee or fails to comply with any term, condition, or obligation contained in this Agreement to be performed by the Owner and the default by the Owner is not cured within twenty (20) days from receipt of a written notice by Agent detailing the default then the Agent shall have the right to terminate this Agreement at the expiration of the twenty (20) day period and shall be entitled to receive all compensation earned to date of actual termination. Further, in the event the Owner files bankruptcy or a petition for bankruptcy is filed against the Owner or the Property is foreclosed upon or the Owner gives to the mortgage holder a deed in lieu of foreclosure or a receiver is appointed for the Owner then the Agent may terminate this Agreement by giving to the Owner thirty

(30) days written notice and setting forth in a notice the date this Agreement shall

terminate.

1. **Termination by Owner:** If the Agent fails to perform **any** of the terms, conditions or obligations set forth in this Agreement and Agent's default is not cured within twenty

(20) days from receipt of written notice from the Owner, the Owner shall have the fight to terminate this Agreement on the last day of the notice. The Agent shall deliver to the Owner all documents, papers, books, records, money, security deposits, and any other information or items associated with the Property. further, in the event the Agent files bankruptcy or a petition for bankruptcy is filed against the Agent or the Property is foreclosed upon or a receive is appointed for the Agent then the Owner may terminate this Agreement by giving the Agent thirty (30) days written notice and setting forth in the notice the date of this Agreement shall terminate.

1. Sale **of Property:** The Owner agrees that in the event Owner decides to sell the Property, the Owner **shall** exclusively list the Property with the Agent. The **Agent** shall charge a sales commission of Six Percent 6 of the gross sales price to be paid at closing. The Owner and Agent shall enter into the Agent's current listing agreement at the time the Property is placed for sale.
2. **Leasing of Property:** The Agent shall use his best efforts to lease vacant space in the Property. The Agent shall advertise and promote the vacant space and display for lease signs or similar signs upon the premises within the restrictions of the budget and pursuant to directives issued by the Owner. The advertising shall be paid by the Owner. The Agent

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shall receive from the Owner on all leases a leasing fee of Four Hundred Dollars ($400.00) for each new one year lease and a lease renewal fee of One Hundred Dollar

($100.00) for each lease renewal.

1. Owner’s Indemnity: To the full extent permitted by law, Owner shall defend, hold harmless and indemnify **Agent** from any and all loss, damage or expense, including litigation costs and attorneys fees arising from any liability or claim brought against the Agent when carrying out its obligations under this Agreement or acting in accordance with express directions of the Owner. However, this indemnify provision shall not apply to any cost, liability, expense, loss, damage or attorney fees which **Agent may** incur as a result of willful misconduct, bad faith or active gross negligence. This indemnify shall not obligate Owner to defend, hold harmless or indemnity Agent from and against any liability or claim arising out of Agents use of any owned, non-owned, or leased highway vehicle.