



PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (“Agreement”) dated _____, between _____ (“Owner”) of the property or properties (“Property”) described below and Hayden & Company, LLC d/b/a/ Renters Warehouse (“Manager” or “Broker”), a Minnesota corporation, located at 6101 Baker Road, Suite 200, Minnetonka, MN, which is duly licensed to manage the property as a real estate brokerage company licensed in the State of Minnesota. In consideration of the mutual terms of this Agreement, the parties agree as follows:

1. Definitions

- a. *Income Paid to Owner (“Owner Income”)*: all rent and payments due to owner in excess of management fees or fees due to Manager according to this Agreement, including but not limited to overnight guest fees; lease termination fees; smoking fine(s).
- b. *Fees Paid to Manager (“Management Fees”)*: all fees or receipts in excess of any monies due to Owner, and all fees identified within this Agreement as specifically due to Manager, including but not limited to NSF check fees; bank fees; rejected transfer fees; late fees; 5% surcharge for credit card use; e-check fees; rent pick-up fee; administrative fees; legal fees; losses.
- c. *Rent-to-Own*: any transaction in which Owner enters an agreement with Tenant that includes rights or provisions allowing Tenant an “option to purchase” or similar language which would convert a rental / lease agreement to a purchase scenario.
- d. *Tenant*: person(s) or entity(ies) in lawful possession of the Property being managed by Owner, provided they are recognized by Owner and Manager as lawful Tenant(s).

2. Agreement to Manage

- a. *Engaging the services of Manager*: Owner hereby appoints Manager as Owner’s broker/agent and property manager, with full authority to engage in such activities or services as are identified within this Agreement. Manager shall not be required to perform any services which are not specifically identified in this Agreement or any modification thereto, unless required to do so by any law which supersedes this Agreement.
- b. *Relationship of Manager to Owner*: The relationship of the parties to this Agreement shall be that of principal and agent, with Manager serving as the agent of Owner and an independent contractor of Owner. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship other than agency. Manager shall not be considered an employee of Owner.
- c. *Description of Property*: “Property,” as used throughout this Agreement shall be limited to the property or properties described on Exhibit C attached. The Exhibit may be amended or modified to add or reduce the number of properties at any time, provided Owner and Manager agree to the changes in writing.

- d. *Term:* This Agreement shall begin on _____ and expire on _____. Upon expiration of the above initial term, this Agreement shall automatically renew and extend for a like period of time, unless properly terminated according to the terms of this Agreement.
3. **Manager Responsibilities:** To assist Owner with the ongoing management of the Property, Manager shall perform the following:
- a. *Collection and Disbursement:* Manager shall collect all rent due and owing and provide to Owner all Owner Income. Manager shall remit to Owner all income, less any properly deducted fees/charges, by U.S. Mail, wire, automatic payment, or other arrangement as established by Manager and Owner. Before payment is remitted to Owner, Manager reserves the right to hold rent checks from Tenant with previous NSF or other payment issues until check has officially cleared Manager's bank. Should payment made by Tenant be refused or returned for any reason, Owner shall refund to Manager any such payment made to Owner within 5 days from written or verbal request.
- b. *Late Payments from Tenants:* Any Lease with Tenant shall include a \$50.00 late rent fee in the event Tenant rent is not received by the 5th day of each month. To the extent Minnesota law does not permit a late fee of \$50 (beyond the current statutory limit which is 8% of the past due rent, or the then current limit as amended), the late fee shall be limited to the maximum amount allowable by law. To the extent Manager is not involved until the Lease has been executed, this fee shall still apply, and Owner shall amend the lease accordingly or this fee shall be deducted from amounts due to Owner. All late fees shall be paid to Manager.
- c. *Advertising:* Manager shall advertise the Property, identify and screen prospective Tenants, and present Tenants who apply for Tenancy to Owner for approval, prior to leasing property.
- d. *Lease negotiations:* Manager will set rents that in the opinion of the Manager at the time of the rent negotiations with the Tenant reflect the market conditions of that time and approximate rents of comparable rental properties. However, Manager will not set the rents if expressly instructed in writing by Owner to Manager to the contrary, with Owner confirming the amount of the initial rent and any subsequent increases which are deemed acceptable to Owner. Owner designates Manager as its agent to negotiate and sign any and all lease agreements or related addenda on its behalf, unless expressly instructed otherwise in a written statement from Owner to Manager. Barring such instruction, Manager will employ best efforts to pursue lease terms and agreements consistent with the broad terms Owner and Manager have discussed for the Property. Manager is not, nor shall it be expected to be, legal counsel or a legal advisor to Owner. Owner is advised to seek its own legal counsel for legal issues or legal questions related to the Property.
- e. *Property Inspections:* Manager shall complete move in and move out inspections. Owner may request 2 additional Property site visits or inspections per year, without additional charge. Manager may conduct other site visits inspections as necessary to respond to complaints and maintenance requests. Owner shall pay Manager \$75.00 per inspection for all inspections beyond the move in, move out, and 2 additional per year.

i. *City Requested Inspections.* Any inspections requested by the city or municipality in which the Property located, will be in addition to the aforementioned Property Inspections under Section 3(e) of this Agreement. Inspections requested by the city or municipality include, but are not limited to, Code Compliance Inspections, Subsidized Housing Inspections, and Rental License Inspections (collectively hereinafter referred to as “City Requested Inspections”). Manager shall be paid an inspection fee equal to \$75.00, which shall cover one City Requested Inspection and up to one re-inspection, if necessary. Manager is not responsible or liable for any fees or costs associated with the maintenance, repair, or replacement of Property to meet any inspection items noted by the city or municipality. Manager is not responsible for any fines, fees or costs assessed by any city or municipality associated with the re-inspection of the Property, unless said fines, fees or costs are the result of the negligence of Manager, which shall not be presumed, but shall be determined by a court of law or proper tribunal. City Requested Inspections may not be substituted for the two additional Property site visits included in Manager’s duties described in Section 3(e).

4. **Management Fees and Expenses:** As compensation for the services rendered by Manager under this Agreement, exclusive of reimbursements of and in addition to expenses to which Manager is entitled, Owner shall pay Manager as follows:

a. Manager shall be paid \$80.00 per month for managing the Property. The \$80.00 fee includes 4 hours per year of on premises time by Manager in addition to the hours necessary to complete Manager Responsibilities detailed in Section 3. All other time requested of Manager that does not fall within Section 3 shall be billed at \$66.00/hour, payable by Owner. Manager shall identify such excess time for Owner’s advance approval. Owners shall be charged \$20.00 per month for Manager handling monthly collection of money from laundry and vending machines. This fee will be added to the monthly management fee.

i. *Additional charges:*

1. *New Clients:* Owners who are new clients with Manager, who also have a Tenant Find/Tenant Placement Agreement with Manager, shall pay Manager a discounted one time \$99.00 set-up charge upon signing this Agreement. Owners who have found their own Tenants without a Tenant Placement Agreement with Manager shall pay a one time \$199.00 set-up charge to Manager upon signing Agreement.

2. *Eviction:* In the event eviction is necessary, Owner shall pay Manager a \$199.00 fee for time spent at court and completing administrative tasks required for eviction. If the Owner has the Eviction Protection Plan, this fee shall be waived. See (a)(iii) of this agreement for terms and conditions. In the event Owner is a corporation, LLC, or similar entity, Owner may be required to have their own attorney present to represent them at such an eviction hearing. In such event, Owner will not be represented by Manager in the eviction process, and Owner shall be responsible for hiring its own attorney at Owners expense.

- b. *Lease Renewals*: Manager shall be paid \$350.00 for each individual lease renewal, due to Manager at execution of lease renewal.
- c. *Advertising*: In return for advertising vacant Property, Owner shall pay Manager an amount equal to 1 full month's rent for all leases up to 17 months; 1.5 times a month's rent for all leases from 18-35 months; 2 full month's rent for all leases 36 months or longer. Owner shall pay Manager an amount equal to 2 full month's rent for advertising rent-to-own Properties. Payment shall be due upon tenant's signing of lease, at the rental rate agreed to in the Lease. Rental rate in this instance excludes any rent credits given to Tenants for property maintenance services as described in 'Exhibit A' of the Renters Warehouse lease. In the event the Owner shall procure a tenant on their own, Owner may choose to use Broker's lease forms, addenda, and background check services for a fee of \$350.00. The regular commission associated with lease length would no longer be due. In the event Manager showed the property to Tenant, prior to Owner showing the property, Manager has procured Tenant for the purposes of commission being due from Owner. If Owner has procured the Tenant, the Manager will not provide the Tenant Warranty otherwise made available under the Tenant Placement Agreement.
- d. *Interest on Unpaid Sums*: Any sums due Manager under the terms of this Agreement and not paid within 30 days after such sums have become due shall bear 8% interest per year on any unpaid balance.
- e. *Negotiation with Vendor/Contractor*: Manager maintains business relationships with vendors and/or contractors who may be regularly retained by Manager for maintenance and other services. Sometimes these services are contracted for and paid in bulk or on a time-spent basis, where Manager is charged for the work performed on several properties, rather than on a per-property basis. Due to the ongoing nature of these relationships and the volume or bulk nature in which these services are contracted, Manager may receive such services at a price that is discounted from the same vendor or contractor's established rates or a comparable market rate for such services. Therefore, if Manager negotiates, hires, and manages such a vendor or contractor to perform work on the Property, Manager shall charge the published or market rates for such service, even in circumstances in which the fee ultimately paid by Manager (on a per-service, per unit basis) are more or less than the market rate. Any difference between the market rate being charged to Owner and the rate paid by Manager (which may be more or less than such market rate) shall be paid by or retained by Manager. This shall serve as Manager's disclosure (pursuant to Minn. Stat. §82.70) that it may receive compensation (or discounted pricing) from vendors contracted by Manager, and Manager shall retain any discounts or compensation received.

5. **Deposits and Payments**

- a. *Trust Accounts*: Manager shall maintain in a trust account, in a fiduciary capacity, all funds received and maintained for or on behalf of Owner. Such depository shall be selected by Manager. Owner is responsible for 1% simple interest on security deposits as mandated by state statute. Designated funds relating to the Property in such accounts remain the property of Owner subject to disbursement of expenses by Manager or collection of Management Fees described in this Agreement.

- b. *Deposit Disputes:* In the event a Tenant challenges the security deposit disposition, it is Manager's policy to direct Tenant to address this issue with Owner, as Owner is required to determine the disposition of the security deposit. In the event the Tenant brings any suit, claim, or cause of action against or involving Manager in such a dispute, Owner agrees to indemnify and hold Manager harmless, which shall include but not limited, Owner paying Managers attorneys' fees incurred in such matter as well as judgments, liens, or costs assessed.

6. Collection of Rents and Other Receipts

- a. *Manager's Authority:* Manager shall collect all rents, charges and other amounts receivable on Owner's behalf in connection with the management and operation of the Property. Such receipts shall be deposited in the Rent Clearing Account maintained by the Manager.
- b. *Special Charges:* Owners shall be charged \$10.00 per unit for a yearly accounting and Minnesota Revenue compliance fee for Manager processing M1PR or CRP forms. The CRP will only report what Manager collected and will not include rents collected by Owner; Owners shall maintain sole responsibility for reporting any and all rents collected by Owner. This charge will be added to the January management fee each year. Failure to provide the Property Identification Number on the attached Property Information form will result in an additional \$10.00 county search fee, which will be added to the January management fee of the year in which the search is performed. In the event Owner is no longer a customer of Renters Warehouse, Owner assumes responsibility of preparing and issuing the CRP or M1PR forms to Tenants as rents essentially were provided to Owner.
- c. *Security Deposits:* Manager shall collect a security deposit from tenants as required by law and shall deposit it into the Trust Account. Owner authorizes and consents that Manger shall return/disburse it in accordance with Minnesota Statute 504B.178. However, the owner is required to determine the disposition of the deposit.

7. Disbursements of Rents and Other Receipts

- a. *Net Proceeds:* To the extent that funds are available Manager shall remit the balances due to Owner monthly.
- b. *Paper Check & Statement:* Owners who choose to receive their rents via monthly printed-paper check accompanied by a paper statement, shall be charged \$5.00 per check issued. This fee will be added to the monthly management fee, as provided in Section 3. Paper checks are processed once weekly.
- c. *FastFunds:* Owners who wish to avoid the paper check fee may choose to sign up for FastFunds. This program is the electronic transfer of rental income via ACH also known as direct deposit. This service is at no additional charge. Typically funds are paid out more quickly to Owner as a result. With FastFunds you also agree to accept an electronic statement known as an "e-statement" instead of a paper statement. FastFunds epayments are processed each business day.

8. **Manager is Not Required to Advance Funds:** If the balance of funds held on behalf of Owner for disbursement is at any time insufficient to pay disbursements due and payable, Owner shall, not later than 10 days after written notice, remit to Manager sufficient funds to cover the deficiency. In no event shall Manager be required to use its own funds to pay such disbursements, nor shall Manager be required to advance any monies to Owner or to the Trust Account. If Manager elects to advance any monies in connection with the Property to pay any Owner expense, Owner shall reimburse Manager, including interest at a rate of 8% per annum, and Manager may deduct such amounts from any monies due Owner. Any funds paid by Owner to Manager that are rejected due to NSF or other similar reasons will incur a \$65.00 NSF fee, due to Manager.

9. **Financial and Other Reports**

- a. *Owner's Reporting to Internal Revenue Service ("IRS"):* Owner is required to file all required IRS forms and meet all IRS requirements. Owner agrees to furnish Manager with a proper TIN (Taxpayer Identification Number) via an IRS W9 form, or other applicable IRS approved document.
- b. *Reports:* Manager shall furnish Owner with a statement of cash receipts and disbursements from the operation of the Property, on a monthly basis. In addition, Manager shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are agreed on in writing by both parties. Manager shall submit as required by the IRS at the conclusion of each calendar year a Form 1099 indicating the total income received from the Property.

10. **Leasing and Renting**

- a. *Manager's Authority:* Manager is authorized to negotiate, prepare and sign all leases, including all renewals and extensions of leases and to cancel and modify existing leases for Owner, however it is expected that the Owner approve and sign all leases, renewals, extensions, and addendum. To the extent Owner wishes to take this responsibility or wants final approval of such terms, Owner must identify this to Manager, in writing. Leases are to be written on Manager's standard lease form.
- b. *Enforcement of the Leases:* Manager is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Property, or for the eviction or dispossession of the Tenants or other persons from the Property. Manager is authorized to sign and serve such notices, as Manager deems necessary for lease enforcement, including the collection of rent or other income. If Manager deems it necessary, Manager may retain an attorney of Manager's choice after notice provided to Owner (unless Owner supplies Manager with the name of Owner's attorney). Owner shall pay all attorneys fees and court costs as their actual costs as incurred.
- c. *Rental License:* Owner shall obtain and maintain a rental license or rental permit as required by the city in which the Property is located. To the extent Owner fails to obtain or maintain any applicable authorization or permitting necessary to rent the Property (including but not limited to permits from the city or municipality, authorization from a common interest community and the like) Owner shall indemnify and hold harmless Manager from any and all related liability.

- d. *Tenant Exchange Process:* Under limited circumstances, tenant and Owner may be eligible to participate in Manager's Tenant Exchange Process whereby Tenant may be permitted to enter into a sublease with a new tenant for the Property upon fulfillment of the following conditions: (i) Tenant is relocated outside of the Twin Cities metro area due to tenant's occupation or an education program, is confronted with a health condition that affects Tenant or Tenant's family members or any other condition or reason deemed acceptable within the discretion of Manager; (ii) Manager locates a qualified and suitable sub-tenant to lease the Property for the remainder of the lease term, provided the sub-tenant meets all lawful criteria established by Owner; (iii) the sub-tenant is approved by Owner, in Owner's sole and absolute discretion, in writing; and (iv) Tenant pays Manager a leasing commission in an amount to be solely determined by Manager, which may include any other fees deemed necessary by Manager to compensate Manager for its efforts in locating an acceptable sub-tenant and preparing the necessary documents to effectuate the transfer. In the event the Tenant Exchange Process is not available to Tenant due to the failure to satisfy the above-referenced conditions or for any other reason, Tenant will not be relieved of his or her obligations under any lease agreement with Owner, including the duty to pay rent. Owner or Manager, on behalf of Owner, reserves the right to enforce the terms of this Lease agreement. If the Property is located in a community association or homeowner's association whereby the association governing documents prohibit the subleasing of property, the Tenant Exchange Process shall not be available, unless Owner agrees to allow a replacement tenant (cancelling current Tenant's lease upon finding a new suitable tenant), which is solely an option available to Owner and Owner has no obligation to consider or pursue such option.

11. **Reasonable Maintenance and Repair:** Manager shall coordinate repairs or maintenance for Property as necessary to make Property a desirable place to live as approved by Owner and at Owner's expense.

- a. *Ordinary Maintenance and Repair:* All expenses associated with regular and ongoing Property maintenance shall require permission from Owner which may occur by written or verbal permission, including, phone, fax or email. Manager reserves the right to inspect Property randomly at the discretion of Manager. Owners with Home Warranty or Service Plans shall provide account information to Manager and must list Manager as an additional member on the account. Tenants shall be responsible for maintaining Property as addressed in their lease. Fines assessed by the city, municipality or state for violations such as snow removal, lawn/tree/landscaping issues, trash, or the like shall be paid first by Tenant (if consistent with terms of the lease) or by Owner if Tenant is unable or unwilling to pay.
- b. *Emergency Maintenance and Repair:* In the event of a request for maintenance which Manager deems to be an emergency issue, if Owner has not responded to request for permission to address the request within 24 hours, Manager reserves the right to address and correct all repairs that are immediately necessary for the preservation and safety of the Property, at the Owner's expense, to avoid the suspension of any essential service to the Property, to avoid danger of life or Property, or to comply with federal, state, or local law. Repair costs shall be paid to Manager from future rental income, deductible the month following the repair. For extenuating circumstances or emergency which may threaten the health or safety of Tenant or others, or cause additional ongoing damage to the property Manager has authority to use reasonable discretion in taking necessary

precautions or timely response to address emergency issues within Manager's ability to address within the least amount of time necessary to prevent further harm until Owner has an opportunity to respond or intervene.

- c. *Notification and Response:* Manager will contact Owner via both email and phone to provide information about maintenance requests placed on the Property. Owner is required to respond to requests within 72 hours of initial contact, or Manager may at its discretion contract for work to be completed and billed back to Owner.
- d. *Contractors:* Owner may select the contractor to perform maintenance and repairs on Property, provided Owner assumes all responsibility for coordinating maintenance and repair work for contractor Owner has selected, including but not limited to supervision, licensure, insurance, and payment of contractor and follows the Owner Completing Maintenance Policies provided. Should the maintenance not be completed in a timely manner, Manager reserves the right to hire a Manager-approved contractor to complete maintenance or repairs originally contracted for by Owner. Owner shall be responsible for all maintenance and repair expenses.
- e. *Smoke and CO Detectors:* At Owner's expense, smoke detectors and carbon monoxide detectors will be installed on the Property in accordance with the law, prior to the Tenant's occupancy. During the occupancy, it shall be the Tenant's responsibility to maintain all smoke detectors and carbon monoxide detectors.

12. **Utilities and Services:** Owner shall make contracts for electricity, gas or water and such other services as necessary or prudent for the operation of the Property. It is the Owner's responsibility to verify that all utilities have been transferred to the Tenant within 72 business hours of occupancy, as most providers will not speak with Managers. All utility charges and deposits shall be Owner's responsibility, unless provided otherwise by the lease as Tenant's responsibility (for separately metered utilities).

13. **Insurance**

- a. *Owner's Insurance:* Owner shall obtain and maintain adequate insurance against liability for loss, damage or injury to property or persons which might arise out of the occupancy, management, use, operation or maintenance of the Property. The deductible required under such insurance policies shall be Owner's expense. Owner shall obtain an Additional Insured Endorsement naming Manager as the Additional Insured under the policy on all liability insurance maintained with respect to the Property. The Additional Insured Endorsement shall provide coverage for Manager for any loss caused by any acts or omissions of Manager and/or any losses arising out of Manager's duties, work or operations under this Agreement. Liability insurance shall be an amount sufficient to protect the interests of both Owner and Manager in form, substance, and amounts reasonably satisfactory to Manager, but not less than \$1,000,000 per event/occurrence. Owner shall provide Manager with proof of hazard and risk insurance policies in force and shall obtain adequate vandalism coverage for the Property. Owner shall furnish Manager with a certificate evidencing fire and liability insurance or with duplicate copies of such policies within 15 days after the date of this Agreement. Such policies shall provide that notice of default or cancellation shall be sent to Manager as well as Owner and shall require a minimum of 30 days written notice to Manager before any cancellation of or changes to such policies. Owner's failure to maintain such insurance

shall result in Manager's authority to obtain such policies on behalf of Owner and Manager, at Owner's expense, which shall be deemed an additional fee or cost due to Manager. In the event of any loss, investigation, suits, damage, cost, expense (including attorneys' fees), liability or claims for personal injury or Property damage (collectively, "Claims") against Manager that would otherwise be covered under an Additional Insured Endorsement to any insurance policy, and is not covered due to Owner's failure to obtain said Endorsement within the prescribed 15-day time period or at all, Owner shall indemnify and hold Manager harmless from said Claims.

- b. *Tenant's Insurance*: All Tenants procured by Manager are advised that it is recommended that they obtain renters insurance and that Owner's insurance does not cover tenants personal items or affects. Owner may require Tenants to obtain renters insurance by notifying Manager in writing prior to lease execution.

14. **Manager Assumes No Liability**: Manager assumes no liability for any damages, losses, or acts of omission by the Tenant. Manager assumes no liability for any acts or omissions of Owner, previous Owners or previous brokers. Manager assumes no liability for default by any Tenant. Manager assumes no liability for violations of environmental or other regulations which may become known during the term of this Agreement. Any such regulatory violations or hazards discovered by Manager shall be brought to the attention of Owner, and Owner shall promptly cure them. Manager shall not be liable in the event of bankruptcy or failure of the depository bank where Owner's funds are deposited.

15. **Indemnification and Owner's Responsibilities to Defend**

- a. *Generally*: Owner shall indemnify, defend, and hold Manager harmless from all loss, investigation, suits, damage, cost, expense (including attorneys' fees) liability or claims for personal injury or Property damage, including vandalism, incurred or occurring in, on or about the Property.
- b. *Indemnification Survives Termination*: All representations and warranties of the parties contained herein, including any provisions of this Agreement that require Owner to have insured or to defend, reimburse, or indemnify Manager shall survive the termination of this Agreement. If Manager becomes involved in any proceeding or litigation by reason of having been Owner's Manager, such provisions shall apply as if this Agreement were still in effect.
- c. *Litigation and Compliance Expenses*: Owner shall pay all fines, penalties, or other expenses in connection with any claim, proceeding, or suit involving an alleged violation of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control taxes or fair housing, including illegal discrimination on the basis of race, sex, color, religion, national origin, physical handicap, familial status, public assistance, age or all other classes protected by state or federal law; provided, however, that Owner shall not be responsible to Manager for any such expenses if Manager is found in a court of law or tribunal of proper authority to have personally, and not in a representative capacity, violated any such law. Should Owner sue Manager, Owner shall pay the full costs of Manager's attorneys' fees and costs expended in defending itself, in the event Manager prevails in such suit. Nothing contained in this Agreement shall obligate Manager to employ legal counsel to represent Owner in any such proceeding or suit.

- d. *Fees for Legal Advice:* Owner shall pay reasonable expenses incurred by Manager in obtaining legal advice regarding compliance with any law affecting the Property, which shall be requested or required by Owner. In the event of unrepresented appearances in court by Manager, Owner agrees to pay Manager \$66.00 per hour in lieu of attorney's fees. However, it in no way shall be deemed legal advice as Renters Warehouse officers, staff, and employees are not attorneys.

16. **Owner Representations:** Owner represents and warrants: that Owner has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Property other than disclosed Tenant leases, copies of which have been furnished to Manager; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Property for the purposes intended under this Agreement; that the Property is zoned for the intended use; that all permits for the operation of the Property have been secured and are current; that any underlying mortgages or related liens permit rental of the Property or proper steps have been taken to ensure the Property being used in a manner consistent with how it has been represented to third parties, that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders or the like; that the information supplied by Owner is dependable and accurate; and that any loans, notes, mortgages, dues or trust deeds are fully paid or are current without defaults.

17. **Termination**

- a. *Early Termination:* This Agreement may be terminated by either party at any time with 30 days notice.
- b. *Termination for Violation of Agreement or Law:* Manager reserves the right to terminate this Agreement with 30 days written notice if Owner is found to have violated the Agreement. Manager reserves the right to terminate this Agreement immediately if Owner acts in a manner which, at the discretion of Manager, creates a hostile or otherwise harmful relationship with Manager, or Owner is found in violation of any federal, state, or local law that may create a liability to Owner, impact the goodwill or public reputation of Manager, or otherwise endanger Manager in any way.
- c. *Owner Responsible for Payments:* Upon termination, Owner shall pay Manager any fees, commissions, and expenses due to Manager for services already rendered or payments due through the month of termination. Owner shall assume and satisfy the obligations of any contract or outstanding bill incurred by Manager under this Agreement. Manager may withhold funds for 30 days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Manager shall deliver to Owner, within 30 days after the end of the month in which this Agreement is terminated, any balance of monies due Owner or Tenant security deposits, or both, which were held by the Manager with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal. The security deposit will not be released unless all parties agree in writing to the transfer of the security deposit from the Manager's trust account to Owner.

18. **Miscellaneous**

a. *Rights Cumulative; No Waiver:* The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the party exercising such right or remedy.

19. **Authorization to Connect Services:** Owner authorizes Manager to sign for and allow professional installation of cable or satellite services using any existing wiring or connections. If any additional connections, mounts, or cabling is needed, Owner authorization must be obtained.

20. **Applicable Law and Partial Invalidity:** The interpretation of this Agreement shall be governed by the laws of the State of Minnesota. Any action arising under this Agreement shall be brought in Minnesota district court, in the 4th Judicial District in Hennepin County.

21. **Consent to Communicate:** By signing this Agreement you have given expressed written permission to allow Manager to communicate with you using phone, email, text, fax, and instant messaging for the following purposes: contact necessary regarding the fulfillment of this agreement, marketing and advertising purposes deemed appropriate by Manager, and cross-branding efforts or initiatives between the companies with the same or common ownership structure as Manager. However Manager will not be allowed to sell your personal contact information.

22. **Complete Agreement:** This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors, and assigns. There are no warranties or representations not herein contained. The Agreement shall not be modified or amended without written agreement of the parties.

23. **Foreign Investments in Real Property Tax Act ("FIRPTA"):** Pursuant to the Internal Revenue Code Section 1441, the deduction of a withholding tax on all fixed or determinable gross income shall be required of any non-resident alien individual, fiduciary, foreign partnership or foreign corporation unless exempt under provisions provided under said IRS Section. If Owner is a non-resident alien individual, fiduciary, foreign partnership or foreign corporation, Manager will require a written statement from either a CPA or U.S. Tax Attorney. Owner ____ is ____ is not a non-resident alien individual, fiduciary, foreign partnership or foreign corporation.

24. **Owners Acknowledgement to Insurance Requirements: I understand that without naming Renters Warehouse additionally insured to my property insurance policy, my account will be placed on hold, and I will not receive future rent payments until I have done so.**

-- SIGNATURES ON NEXT PAGE --

OWNER:

By _____
Owner Signature

By _____
Owner Name (print please)

Date _____

OWNER:

By _____
Owner Signature

By _____
Owner Name (print please)

Date _____

MANAGER:

By _____
Authorized Agent for Manager

By _____
Manager (print please)

Date _____

EXHIBIT A - ADDITIONAL SERVICE OPTIONS

Eviction Protection Plan \$15.00/Month Accept Decline _____
Owners Initials

With this optional service Manager will manage the eviction process on behalf of Owner, where an event of default has occurred such that eviction is necessary. In lieu of Owner handling the eviction process, where permitted by the court or law in the jurisdiction where the Property is located, Manager will represent Owner’s interests in such an eviction action. To receive the benefits of the Eviction Protection Plan, Owner shall pay a monthly fee of \$15.00 per unit, per month, whether or not the service is utilized by Owner. In the event an eviction is necessary, the Eviction Protection Plan shall provide Owner with coverage for Manager to perform: court filing fees (to file an eviction), processing fees, process server fees, and the representation by Manager at an eviction proceeding on Owner’s behalf (where permitted by law). The total amount of fees paid by Manager shall not exceed \$800.00 in any twelve (12) month period. In the event the maximum payout of \$800.00 has been reached, the Owner is still obligated to pay the monthly fee of \$15.00 per unit, per month for the remaining term of this specific service. In the event Owner is a corporation, LLC, or similar entity, Owner may be required to have their own attorney present to represent them at such an eviction hearing. In such event, Owner will not be represented by Manager in the eviction process, and Owner shall be responsible for hiring its own attorney, however Manager will pay court filing fees, processing fees, process server fees as prescribed above. The Eviction Protection Plan does not afford coverage for or insure Owner against past due rent, and does not provide any form of warranty or protection against additional costs or damages created, caused, accrued, or permitted by Tenant. To obtain coverage under this plan, Owner must elect coverage as indicated below by Owner “opting-in,” prior to move in date by Tenant. This service is only available on Tenants placed using Manager’s Tenant Placement program where a commission was earned. The \$199 fee noted in (a)(ii) shall be waived under the Eviction Protection Plan. This program is subject to the approval by Broker for each Property, as some Properties may not be eligible, in the sole discretion of Manager. The term of this service shall be for 12 months. Once term has been met, this service shall renew on a month to month basis unless terminated by either party providing 30 days written notice.

Property Protection Plan \$20.00/Month Accept Decline _____
Owners Initials

The Tenant Legal Liability Insurance coverage pays the Owner and Manager (the “Named Insured”) for damage to Owner’s Property in the event the tenant (who shall be named as an additional insured under the policy), causes damage to real property, so long as said damage falls within the scope of the policy coverage. The scope of the Tenant Legal Liability Insurance coverage is limited to damage to Owner’s Property as result of the following: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, falling objects, riot or civil commotion, or collision with vehicles. For complete details and coverage limitations, see the attached Exhibit D “Tenant Legal Liability Insurance Policy”. The liability limits under the Tenant Legal Liability Insurance policy are capped at \$100,000.00 per occurrence, with a deductible equal to \$100.00 to be paid by Owner upon an event of occurrence. The total cost for this insurance is a \$20/month. The charge for the monthly premium for the Tenant Legal Liability Insurance is \$9.50 per month and Manager charges an additional \$10.50 to cover administrative services, accounting, charges, and fees incurred by Manager. Manager makes no representations or warranties with respect to the success or denial of any claim submitted under the Tenant Legal Liability Insurance. Manager assumes no liability with respect to the denial of any claims submitted under the Tenant Legal Liability Insurance or for any damages, losses, or acts of omission by the Tenant, or due to the failure of the Tenant to comply with his/her/its duties after an Occurrence as described in the policy. Further, failure by Owner to pay the monthly fee equal to \$20.00 shall give Manager the option to immediately cancel the Tenant Legal Liability Insurance coverage on the Property, effectively eliminating coverage on the Property. No refund of previously paid premiums shall be made by Manager to Owner or by the insurance company to Manager.

Protection Bundle \$30.00/Month Accept Decline _____
Owners Initials

Choose to Bundle and Save for maximum protection! Get the benefits of both the Property Protection Plan and Eviction Protection Plan, as listed above, for just \$30.00/month. A 15% Savings!

Owner Signature

Date

EXHIBIT B
AON Rent Protect Coverage Information & Application

Coverage is provided as described and limited below for the actual loss of "rental income" you sustain for a "rental unit":

1. Rent Default

AON will pay, subject to the deductible, for the actual loss of "rental income" during the "period of indemnity", up to a maximum of six (6) times the "monthly rent" due to a "rent default".

2. Other Benefits

We will pay, subject to the deductible, for the actual loss of "rental income" during the "period of indemnity", up to a maximum of three (3) times the "monthly rent" when:

- a. the tenant has obtained a court order cancelling the "lease" for reasons other than your failure to comply with the terms of the "lease";
- b. a lessee of the "rental unit" is an inactive member of the military reserves and has been put on active status and required to report for duty at a location more than 50 miles from the "rental unit"; or
- c. the unit has been vacated due to the death of a lessee of the "rental unit".

The most AON will pay under this policy for all losses of "rental income" that begin during the policy period is six (6) times the "monthly rent". Once the limits of insurance have been exhausted our obligations under this policy shall be completely fulfilled and we shall have no further obligations of any kind.

I (property owner) confirm for the unit(s) listed in this agreement: _____

- Where the tenant has occupied the property for less than 12 months I have obtained and received a tenant check. The tenant check included at a minimum:
 - credit check (or credit report)
 - prior tenant evictions within the last five years, and
 - a criminal records search.
- I will retain records of the tenant screening and will make them available to the insurance company in the event of a claim under this coverage.
- I have a current lease with the tenant.
- I am answering all questions and signing this Declaration on behalf of the insured.
- Where the tenant has occupied the described property for more than 12 months I am not aware of any rent being in arrears for the property during the past 12 months.
- I do not use the property for business purposes other than as a residential rental property.
- My decision to purchase this policy has not been influenced by my property manager / real estate agent or whomever referred me to Aon.

I declare the information provided is true and correct and I have not withheld any relevant information. I have read, understood and accepted the terms of the Important Notices in this application. And declare the information provided is true and correct and I have not withheld any relevant information.

Accept Coverage **Decline Coverage**

Premium: \$ _____
(Pricing on Rent Protect Flyer)

Owner Signature

Date

**EXHIBIT C
PROPERTY INFORMATION**

Owner: _____ Ph #: _____ - _____ - _____

Owner: _____ Ph #: _____ - _____ - _____

Company or LLC Name: _____

Email Address: _____@_____.COM

Owner Mailing Address: _____

Rental Property Address: _____

of Bedrooms: _____ # of Bathrooms: _____ # of Garages: _____

Year Built: _____ (Prior to 1978 - Lead Based Paint Addendum Req'd.)

Square Footage: _____ Fireplace: _____ Mailbox #: _____

Water: (T or O) Provider: _____ Avg. Monthly \$: _____

Electric: (T or O) Provider: _____ Avg. Monthly \$: _____

Gas: (T or O) Provider: _____ Avg. Monthly \$: _____

Trash: (T or O) Provider: _____ Avg. Monthly \$: _____

Pool (yes or no) Air Conditioning (yes or no) Pool Maintenance: (T or O)

HOA Dues: \$ _____ Who Pays: (T or O) Name of HOA: _____

HOA Contact Person: _____ Ph # _____ - _____ - _____

What is Included in Association Dues?: _____

When is the Property Available for Move in?: _____ / _____ / _____

Pets Allowed: (yes or no) Deposit Amount: \$ _____

Smoking Allowed: (yes or no) Deposit Amount: \$ _____

Property Identification Number: _____ County: _____

Do you have a maintenance protection plan? I.E. Center Point or Xcel or Home Warranty?
(Y or N)

Name of Company: _____

Acct # _____

Contact #: _____ Is this 24 hours: (Yes or No)

Maintenance protection plan covers: _____

Lockbox Code: _____ Key: (yes or no) Garage Code: _____

Agreed Upon Rental Range: Low: _____ High: _____

Specific Vendors: Any vendors you wish to have Renters Warehouse specifically use?

Name: _____

Trade/ Profession: _____

Phone Number: _____

Email: _____

Emergency Contact Info:

Name: _____

Phone: _____

Email: _____

Copyright of Renters Warehouse

EXHIBIT D
Tenant Legal Liability Insurance Policy (Property Protection)

Copyright of Renters Warehouse



CREDIT/DEBIT (FastFundsSM) AUTHORIZATION FORM

I (we) hereby authorize Hayden & Co. dba Renters Warehouse (*RENTERS WAREHOUSE*) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (*THE FINANCIAL INSTITUTION*), and, if necessary, initiate adjustments for any transactions credited/debited in error. I (we) understand it is common for funds to be credited to my (our) account before it can be certain that tenants funds have not been returned, and debit authorization shall cover reimbursement of tenant NSF funds if applicable. This authority will remain in effect until Renters Warehouse is notified by me (us) in writing to cancel it in such time as to afford *Renters Warehouse* and *The Financial Institution* a reasonable opportunity to act on it.

(Name of Financial Institution)

(Address of Financial Institution - Branch, City, State, & Zip)

(Authorized Signature)

(Date)

(Name - PLEASE PRINT)

(Address - PLEASE PRINT)

Circle One - CHECKING / SAVINGS

Financial Institution **Routing Number:** _____

Checking/Savings **Account Number:** _____

These numbers are located on the bottom of your check as follows:

1 2 3 4 5 6 7 8 9 0 1 2 3 **Routing Number** **1 2 3 4 5 6 7 8 9 0 1 2 3** **Account Number**

Please verify you have copied your Routing and Account numbers exactly as shown on your check. Incorrect Routing or Account numbers can result in improper credit or delay of funds.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**AGENCY RELATIONSHIPS IN
REAL ESTATE TRANSACTIONS**

1. Page 1

2. **MINNESOTA LAW REQUIRES** that early in any relationship, real estate brokers or salespersons discuss with
3. consumers what type of agency representation or relationship they desire.⁽¹⁾ The available options are listed below. This
4. is **not** a contract. **This is an agency disclosure form only. If you desire representation you must enter into a**
5. **written contract, according to state law** (a listing contract or a buyer/tenant representation contract). Until such time
6. as you choose to enter into a written contract for representation, you will be treated as a customer and will not receive
7. any representation from the broker or salesperson. The broker or salesperson will be acting as a Facilitator (see
8. paragraph V on page two (2)), unless the broker or salesperson is representing another party, as described below.

9. **ACKNOWLEDGMENT: I/We acknowledge that I/we have been presented with the below-described options.**
10. **I/We understand that until I/we have signed a representation contract, I/we am/are not represented by the**
11. **broker/salesperson. I/We understand that written consent is required for a dual agency relationship.**

12. **THIS IS A DISCLOSURE ONLY, NOT A CONTRACT FOR REPRESENTATION.**

13. _____
(Signature) (Date) (Signature) (Date)

14. I. **Seller's/Landlord's Broker:** A broker who lists a property, or a salesperson who is licensed to the listing broker,
15. represents the Seller/Landlord and acts on behalf of the Seller/Landlord. A Seller's/Landlord's broker owes to
16. the Seller/Landlord the fiduciary duties described on page two (2).⁽²⁾ The broker must also disclose to the Buyer
17. material facts as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and
18. significantly affect the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to
19. rental/lease transactions.) If a broker or salesperson working with a Buyer/Tenant as a customer is representing the
20. Seller/Landlord, he or she must act in the Seller's/Landlord's best interest and must tell the Seller/Landlord any
21. information disclosed to him or her, except confidential information acquired in a facilitator relationship (see paragraph
22. V on page two (2)). In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel
23. from the broker or salesperson.

24. II. **Subagent:** A broker or salesperson who is working with a Buyer/Tenant but represents the Seller/Landlord. In this
25. case, the Buyer/Tenant is the broker's customer and is not represented by that broker. If a broker or salesperson
26. working with a Buyer/Tenant as a customer is representing the Seller/Landlord, he or she must act in the
27. Seller's/Landlord's best interest and must tell the Seller/Landlord any information that is disclosed to him or her.
28. In that case, the Buyer/Tenant will not be represented and will not receive advice and counsel from the broker or
29. salesperson.

30. III. **Buyer's/Tenant's Broker:** A Buyer/Tenant may enter into an agreement for the broker or salesperson to represent
31. and act on behalf of the Buyer/Tenant. The broker may represent the Buyer/Tenant only, and not the Seller/Landlord,
32. even if he or she is being paid in whole or in part by the Seller/Landlord. A Buyer's/Tenant's broker owes to the
33. Buyer/Tenant the fiduciary duties described on page two (2).⁽²⁾ The broker must disclose to the Buyer material facts
34. as defined in MN Statute 82.68, Subd. 3, of which the broker is aware that could adversely and significantly affect
35. the Buyer's use or enjoyment of the property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)
36. If a broker or salesperson working with a Seller/Landlord as a customer is representing the Buyer/Tenant, he or
37. she must act in the Buyer's/Tenant's best interest and must tell the Buyer/Tenant any information disclosed to him
38. or her, except confidential information acquired in a facilitator relationship (see paragraph V on page two (2)). In
39. that case, the Seller/Landlord will not be represented and will not receive advice and counsel from the broker or
40. salesperson.

41. _____ I have had the opportunity to review the "Notice Regarding Predatory Offender Information" on
(initial) (initial)
42. page two. (2)

AGENCY RELATIONSHIPS IN REAL ESTATE TRANSACTIONS

43. Page 2

44. IV. **Dual Agency - Broker Representing both Seller/Landlord and Buyer/Tenant:** Dual agency occurs when one
45. broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same
46. broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and
47. means that the broker and salesperson owe the same duties to the Seller/Landlord and the Buyer/Tenant. This
48. role limits the level of representation the broker and salesperson can provide, and prohibits them from acting
49. exclusively for either party. In a dual agency, confidential information about price, terms and motivation for pursuing
50. a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose
51. specific information about him or her. Other information will be shared. Dual agents may not advocate for one party
52. to the detriment of the other.⁽³⁾

53. Within the limitations described above, dual agents owe to both Seller/Landlord and Buyer/Tenant the fiduciary
54. duties described below.⁽²⁾ Dual agents must disclose to Buyers material facts as defined in MN Statute 82.68, Subd.
55. 3, of which the broker is aware that could adversely and significantly affect the Buyer's use or enjoyment of the
56. property. (MN Statute 82.68, Subd. 3 does not apply to rental/lease transactions.)

57. V. **Facilitator:** A broker or salesperson who performs services for a Buyer/Tenant, a Seller/Landlord or both but
58. does not represent either in a fiduciary capacity as a Buyer's/Tenant's Broker, Seller's/Landlord's Broker or Dual
59. Agent. **THE FACILITATOR BROKER OR SALESPERSON DOES NOT OWE ANY PARTY ANY OF THE FIDUCIARY**
60. **DUTIES LISTED BELOW, EXCEPT CONFIDENTIALITY, UNLESS THOSE DUTIES ARE INCLUDED IN A**
61. **WRITTEN FACILITATOR SERVICES AGREEMENT.** The facilitator broker or salesperson owes the duty of
62. confidentiality to the party but owes no other duty to the party except those duties required by law or contained in
63. a written facilitator services agreement, if any. In the event a facilitator broker or salesperson working with a Buyer/
64. Tenant shows a property listed by the facilitator broker or salesperson, then the facilitator broker or salesperson
65. must act as a Seller's/Landlord's Broker (see paragraph I on page one (1)). In the event a facilitator broker or
66. salesperson, working with a Seller/Landlord, accepts a showing of the property by a Buyer/Tenant being represented
67. by the facilitator broker or salesperson, then the facilitator broker or salesperson must act as a Buyer's/Tenant's
68. Broker (see paragraph III on page one (1)).

69. ⁽¹⁾ This disclosure is required by law in any transaction involving property occupied or intended to be occupied by
70. one to four families as their residence.

71. ⁽²⁾ The fiduciary duties mentioned above are listed below and have the following meanings:

72. Loyalty - broker/salesperson will act only in client(s)' best interest.

73. Obedience - broker/salesperson will carry out all client(s)' lawful instructions.

74. Disclosure - broker/salesperson will disclose to client(s) all material facts of which broker/salesperson has knowledge
75. which might reasonably affect the client(s)' use and enjoyment of the property.

76. Confidentiality - broker/salesperson will keep client(s)' confidences unless required by law to disclose specific
77. information (such as disclosure of material facts to Buyers).

78. Reasonable Care - broker/salesperson will use reasonable care in performing duties as an agent.

79. Accounting - broker/salesperson will account to client(s) for all client(s)' money and property received as agent.

80. ⁽³⁾ If Seller(s)/Landlord(s) decide(s) not to agree to a dual agency relationship, Seller(s)/Landlord(s) may give up the
81. opportunity to sell/lease the property to Buyer(s)/Tenant(s) represented by the broker/salesperson. If Buyer(s)/
82. Tenant(s) decide(s) not to agree to a dual agency relationship, Buyer(s)/Tenant(s) may give up the opportunity to
83. purchase/lease properties listed by the broker.

84. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
85. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
86. obtained by contacting the local law enforcement offices in the community where the property is located,
87. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections Web site at
88. www.corr.state.mn.us.