

Vision Realty Services, LLC Landlord Assistance Agreement

VISION REALTY SERVICES, LLC hereinafter referred to as "Vision Realty" agrees to lease the Owner's Property located at:

| Street Address | | Zip | County |
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| for the monthly rental amount of \$ company's website, and advertising the property o Craigslist. | by marketing the property to n several popular rental websites, | | • |
| "Vision Realty" will show the property, conduct a the background check and collect and hold a security d | 3 , , | • | |

"Vision Realty" will show the property, conduct a thorough screening of all prospective tenants, to include a criminal background check and collect and hold a security deposit equal to one-month's rent from the prospective Tenant. Information on any prospective Tenant will be provided to Owner and acceptance of the Tenant will be at Owner's discretion. Upon Owner's approval, "Vision Realty" will draw up a Rental Contract and collect the first month's rent, pet fee (in addition to the security deposit), before the prospective Tenant takes possession. All monies collected will be held in "Vision Realty's" trust account until all parties sign the Rental Contract, and "Vision Realty" closes the file. At that time, "Vision Realty" will disburse the security deposit to Owner to be held as a deposit for the duration of the Rental Contract term. When "Vision Realty" disburses the security deposit to Owner, "Vision Realty" will disburse the appropriate portion of the first month's rent to its Operating Account as payment, or partial payment, of the commission due. In the event that the commission due exceeds the amount of the first month's rent collected, the balance of the commission shall be due and payable to "Vision Realty" by Owner upon the Tenant's move-in date.

The Fees and Commissions due to "Vision Realty" from Owner are as follows:

- A. Commission for a Rental Contract of one (1) to six (6) months shall be three-quarters (3/4) of one full month's rent.
- B. Commission for a Rental Contract of seven (7) months and up to, and including twenty- three (23) months shall be equal to one (1) full month's rent.
- C. Commission for a Rental Contract over twenty- three (23) month's shall be one and one half (1½) month's rent. In this case, the commission due that exceeds the amount of the first month's rent shall be payable upon the tenants move-in
- D. Commission for a month to month Rental Contract, commissions follow general guidelines above and if the term goes into the seventh (7th) month, then there will be a renewal fee of \$400.00 collected at the beginning of the seventh (7th) month.
- E. A marketing fee of \$300.00 shall be due and payable should the Owner withdraw the above property prior to "Vision Realty" completing this transaction.
- F. If the tenant secured by "Vision Realty" purchases the above property during any Rental Contract term or within six (6) months of the initial Rental Contract term expiration or any renewal term thereof, the Owner agrees to pay a commission of five percent (5%) of the gross sales price to "Vision Realty", which shall be due and payable upon the closing of the property.

| Should Owner fail to complete the transaction once a verbal agreement has been established, or once all parties sign the |
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| Rental Contract, full commission is due and payable to "Vision Realty." Should Owner fail to complete the transaction, once |
| a ready, willing and able prospective tenant has been found, "Vision Realty's" full commission is due and payable. In the |
| event of a breach of this agreement by Owner, the Owner shall be liable to "Vision Realty" for all monies owed to "Vision |

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Realty" under this agreement, as well as any other damages, including, but not limited to, attorney fees, incurred by "Vision Realty" in the collection of such amounts.

Should Owner and Tenant wish to renew the rental agreement at the end of the initial term of the Rental Contract, "Vision Realty" will inspect the property on Owner's behalf and start a new Rental Contract with the Tenant for the specified renewal term for a fee of \$400.00. The renewal fee is waived provided the property is under a Property Management Agreement with "Vision Realty".

"Vision Realty" is not responsible for any lost rents or any damage done by the Tenant once possession is delivered, nor is "Vision Realty" responsible for any actions by the Tenant.

"Vision Realty" specializes in managing residential rental properties and represents landlords and tenants. Should "Vision Realty" receive moneys from more than one party in a transaction, "Vision Realty" shall act as a Dual Agent and a Dual Agency Agreement will be included with the Residential Rental Agreement at the signing of the Rental Contract. By executing this agreement in the spaces provided below, Owner hereby acknowledges receipt of a copy of the North Carolina Real Estate Commission's Agency Relationship Description of Agent Duties and Relationships form and approves in advance "Vision Realty's" policy of representing both landlords and tenants through Dual Agency, when applicable.

Owner agrees to cooperate with the "Vision Realty" Agent to facilitate the leasing of the above property. The property may be shown through appointments made through "Vision Realty". The Owner shall require that all inquiries or offers received regarding the above property be directed to the "Vision Realty" Agent. All negotiations shall be conducted through "Vision Realty". "Vision Realty" shall be identified as the contact firm with all agencies being notified of the property availability.

"Vision Realty" AND THE BELOW SIGNED Owner(s) understand that "Vision Realty" shall conduct all brokerage activities in regard to this agreement without respect to race, color, religion, sex, national origin, handicap or familial status of any tenant, prospective tenant, landlord, buyer or seller.

| his agreement shall be enforced for a term of ninety (90) days from the date the last signature is affixed below. This | | | |
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| agreement shall run from the signing of this agreement on | to 11:59 pm on | | |
| Owner agrees that if upon the expiration or terminal | ation of this agreement, | | |
| Owner accepts a rental offer presented by "Vision Realty" or a rental offer presented by a prospect in | ntroduced to the | | |
| property by "Vision Realty," Owner will pay "Vision Realty" the full commission as outlined on Page | 1. | | |

Authority to use a combination Lock Box on the subject property is given for the benefit of the Owner and does not subject "Vision Realty" and/or its Agents to any liability whatsoever in connection with the publishing and/or dissemination of the listing information and the use of the combination Lock Box on the subject property. Furthermore, the undersigned Owner understands and agrees that "Vision Realty" shall not be held liable for any damages that are in any way related to the unauthorized entry (whether negligent and/or criminal) into the premises by other parties.

Owner represents that any known defects in the property have been disclosed to "Vision Realty" and that the Owner is current on any and all mortgages or other debts tied to the property. Owner agrees to adhere and abide by any City, County and or State ordinances. Owner is to provide working utilities during the "marketing term".

North Carolina Real Estate Law provides that any security deposit held on behalf of a Tenant, must be held in a bank account within the State of North Carolina (<u>Credit Unions of any kind are prohibited</u>). Owner acknowledges the understanding of this requirement.

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Owner hereby acknowledges receipt of a signed copy of this Landlord Assistance Agreement. Owner further acknowledges and agrees that verbal negotiations are binding and enforceable.

| Agreed and Accepted: | | |
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| OWNER 1: | DATE: | |
| Print Full Nam | ne | |
| OWNER 1:Signature | (SEAL) | |
| OWNER 2:Print Full Nam | | |
| OWNER 2:Signature | (SEAL) | |
| | Street | |
| City | State | Zip |
| HM PHONE: () | WK PHONE1: () | |
| CELL 1: () | FAX1: () | . <u></u> |
| EMAIL ADDRESS 1: | | |
| WK PHONE2: () | CELL 2: () | |
| FAX2: () | _ EMAIL ADDRESS 2: | |
| TENANT'S SECURITY DEPOSIT WILL E | BE DEPOSITED AT: | |
| Name of Bank | City | , North Carolina |
| Real Estate Firm: Vision Realty Services, LLC Address: 2501 Blue Ridge Road, Ste. 250, Ra Phone: 919-271-7235 Fax: 866-922-3685 | | |
| Ву: | License # | Date: |
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