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PROPERTY MANAGEMENT LEAD PAINT SERVICE

PROPERTY MANAGEMENT AND EXCLUSIVE RENTAL AGREEMENT

This Agreement, made on August 20, 2008, by and between John and Jane Doe, hereinafter referred to as "Owner", who represent that they have the right to lease the property located at 123 Maple Street, Frederick, MD 21701 and Professional Property Services, Ltd., hereinafter referred to as "Agent". It is understood and that the Agent and Owner will abide by federal, state and local laws, ordinances and regulations governing fair housing rules and practices regarding discrimination as well as all other pertinent laws. The property listed herein shall be shown and made available to all persons without regard to race, color, religion, sex, national origin, marital status, physical or mental handicap or disability, sexual orientation, ancestry, age, familial status, or the presence of children.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. EMPLOYMENT. The Owner hereby exclusively employs the Agent to rent, lease, operate and manage the property located at 123 Maple Street, Frederick, MD 21701 upon the terms hereinafter set forth for the period of One Year beginning on the 1st day of September, 2008, and ending on the 31st day of August, 2009, and thereafter for successive annual periods unless not less than 60 days prior to the date last above mentioned or any annual renewal date after the end of the existing term, either party hereto shall notify the other in writing of its intention to terminate this Agreement at the expiration of said term, in which case this Agreement will be terminated. If the Owner gives such notice to terminate, Agent shall be compensated for the remaining term of any existing lease.
2. The Owner hereby authorizes the Agent to offer the property for rent at a monthly rental of \$_00_\\$, but the agent shall negotiate and execute leases in agent's best judgment to secure the highest reasonable rent attainable consistent with the circumstances and existing rental conditions. Leases are to be written on the forms of Professional Property Services , Ltd.
3. Any lease shall comply with the following terms, if any, as established by Owner: The property will be available for occupancy on or about Property Type: Single Family Home Term available: Maximum Minimum One Year Maximum Number of Occupants: Amount of Security Deposit Required: \$O (Rent plus \$100.00) Pets accepted:Yes No Possible with additional deposit Water bed accepted:Yes (with waterbed insurance)No Owner Transfer Clause RequiredYes No
4. FEES. Owner agrees to pay Agent a leasing fee when a tenant has been obtained and a lease agreement consummated. This leasing fee is separate and apart from the property management fee specified in Paragraph 5. The leasing fee shall be 50% of the first ful month's rent for a one (1) year lease. It is further agreed that in any instance where the Agent is required to negotiate and/or have executed a lease renewal or extension, that a fee of \$ 150.00 will be paid to the Agent for each year that the lease is renewed or extended Owner agrees to pay when a tenant has been obtained who is ready, willing and able to lease the premises on the terms and conditions se forth herein or any variance from those terms to which the owner may agree. If for any reason beyond Agents' control, property is no available after acceptable tenant is found, the leasing fee and all other expenses related to the property and it's leasing shall be immediately due and payable to agent. If any existing tenants remain in the units, or if Owner acquires tenant, Owner agrees to pay an initial set-up fee of \$200.00.

- **6. ADVERTISING.** Agent is authorized to place a "For Rent" sign on the property and to advertise the property for rent. Advertising will be at the expense of the Owner, and the form, content and frequency shall be in the sole discretion of Agent. Owner authorizes Agent to make withdrawals from Owner's account, as necessary, to pay the cost of such advertising. Agent shall maintain an advertising log for each

property and submit a complete accounting to Owner when property is leased.

7. MAINTENANCE. Except as provided herein, Owner authorizes Agent and Agent agrees to attend to the making of necessary and proper maintenance, repairs, cleaning and decorations in and to the property and the purchase of incidental supplies and equipment therefore at the Owner's expense. To this end, Owner agrees to deposit the sum of \$200.00\$ with Agent to make routine repairs and work above and beyond routine property management duties. Costs of appliances, water heaters, furnaces, and other major repairs, replacements or improvements shall be billed to Owner at actual contract costs to the Agent. A reasonable charge may be made for time or charges made necessary by governmental laws or regulations and compliance with such rules or regulation, or excessive time spent in protecting the Owner's interest in any way, such as legal actions, inspections, completing forms or obtaining bids. This maintenance fund is to be maintained from the balance of rent monies or by additional funds paid promptly by Owner upon request from Agent.

Except in the event of emergencies, expenditures exceeding \$250.00 will be made by Agent only after being authorized to do so by Owner. In the event that Owner cannot be reached, it is agreed and understood that emergency repairs are those which in the opinion of the Agent are expedient, desirable or necessary for the health, comfort and safety of the tenant or for the protection of the property or to maintain services to the tenant as called for by the tenancy, which repairs the Agent is authorized to make. The decision of the Agent will be accepted as final in any of the foregoing instances and charges for the same shall be billed to the Owner.

Owner agrees to compensate the Company for services provided to the Owner including but not limited to maintenance, repairs, labor and/or lawn service for the said property. Compensation for said services shall become due and payable upon demand, and the Company may collect said fee from any of Owner's funds in the Company's possession on a monthly basis each month this agreement is in effect.

I do do not request Professional Property Services, Ltd. to administer the maintenance on my/our property located at 123 Maple Street, Frederick, MD 21701. Costs shall include, but shall not be limited to, cost of appliances, water heaters, furnaces, painting, plumbing, electrical repairs, changing locks, replacements or improvements.

8. PAYMENTS ON BEHALF OF OWNER. If the Owner requests and authorizes the agent to make payments on the trusts or mortgages secured by the property, taxes, special assessments, any insurance premiums, condominium or association fee, or other recurring fees, Owner will keep his account with Agent funded, in advance, in an amount sufficient to cover the monthly payments. The Agent agrees, upon request and authorization by Owner, to make timely payments on any trust or mortgage secured by the said property in accordance with a schedule of payments and account numbers supplied by Owner to the Agent; provided, however, that there are sufficient funds immediately available in Owner's account with agent for that purpose. Owner further agrees to assume full responsibility for any late charges, collection costs, or foreclosure actions resulting from late payment or non-payment of any item under this agreement should Agent be unable to make said payment due to insufficient funds on hand, lack of income from property, or because of non-delivery or delay of mail or for any other reason beyond control of Agent. Owner expressly agrees that under no circumstances will Agent be expected nor obligated to advance or disburse any of its own money, or any money owed as compensation to Agent for its services hereunder for that purpose nor shall Agent be liable in any way for the default or any consequences thereof in the terms of any trust or mortgage.

Agent may in its sole discretion make payments on said trusts or mortgages in the event that there is a deficiency, but is under no obligation whatsoever to do so. Mailing of Owner's Monthly Statement to Owner by Agent shall be sufficient notice to Owner of balance on hand and the need for additional funds. It shall be the responsibility of the Owner to reimburse Agent within ten (10) days of notice of said payment; Owner expressly consents to payments being advanced and made by Agent. If reimbursement is not made to agent within the aforementioned 10-day period, then this Agreement may be terminated in the sole discretion of the Agent on the first day of the second month following the aforesaid payment, provided that prompt written notice of said termination is given to owner.

In the event that the Owner, after having been given 10 days notice of monies advanced by Agent, fails to reimburse the Agent for said monies, Agent shall, at his sole option and discretion, charge 2% per month interest on said unpaid balance, as well as have the right to apply any of Owner's monies to pay said advancements and/or to pursue any legal and equitable remedies available under this agreement.

9. BROKERAGE FEE. In the event the property is sold to the tenant during the tenancy any renewal or extension thereof, or within 180 days after the termination of any tenancy, Owner agrees to recognize the Agent as the procuring cause of the sale and agrees to pay a brokerage fee equal to <u>3%</u> of the sales price.

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10. EXCLUSIVE RIGHT TO SELL. Because the efforts of the Agent in effectively managing the property described in this Agreement will enhance its value and contribute to its marketability and because the real estate license law of the State of Maryland requires that a licensee may not show a property for sale or negotiate a sale without having a written listing agreement on the property, and because the Agent may know of opportunities to sell the property and may wish to show and negotiate offers on the property when he feels that they may be in the best interest of the Owner, it is agreed that if the owner decides to sell or exchange said property during the period of this Agreement or within ninety (90) days following the termination of any lease agreement obtained by the Agent, or any extension thereof, the Agent shall have the EXCLUSIVE RIGHT TO SELL or exchange the property at a price and terms acceptable to the Owner and may accept a deposit therefor, and in case of such sale or exchange, the Owner agrees to pay agent a fee or a negotiated percentage of the sale or exchange price. If Owner desires to list with another broker, Owner agrees to pay agent a fee equal to one month's rent in consideration for Agent's cooperation and help in working with the tenants and lease.

11. LOCKBOX. Authorization \(\subseteq \) is given \(\subseteq \) is not given to install a lock box on the door of said property for the convenience and use of any real estate salesperson and/or broker to show the property to prospective Tenants/Purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties. Owner agrees for himself, his heirs and assign to completely indemnify, save and hold harmless said REALTOR and its brokers, salespeople, cooperating brokers, agents, and all above parties from any and all claim, loss or liability arising from the use of said lock box.

THE AGENT AGREES TO THE FOLLOWING:

- **12.** The Agent covenants and agrees to use diligence in the management of said property during the period of this Agreement until termination of same, and to furnish the services of Professional Property Services, Ltd. for the leasing, rental, operation and management of the Owner's property.
- 13. The Agent agrees to use its best efforts to procure a suitable tenant for vacancies as they occur in the property in accordance with a schedule of rentals supplied by the Owner to the Agent and to endeavor to collect all rents which become due in accordance with the terms of any lease now in existence on the aforementioned property, or which might be executed in the future by the Agent for the Owner, exercising due diligence in this pursuit, but nothing in the agreement shall be construed as a guarantee by the agent of the payment of rents or other charges by the tenant. Agent shall keep accurate records of the receipts and expenditures for said property and furnish the Owner with such data from time to time as the owner may require. Each Owner may create a secure on-line mailbox where Agent will upload statements monthly. Agent will make disbursements by Automatic Cash Handling (ACH) to the Owner's designated bank account monthly. In the event disbursement shall be in excess of the rents that are collected by the Agent, the Owner agrees to pay such excess promptly upon demand by Agent.
- 14. The Agent is directed to deposit promptly all security deposits received under newly executed leases in a federally insured Banking or Savings Institution in the State of Maryland within thirty (30) days of receipt of the deposit. This account shall be devoted exclusively to security deposits, labeled "Escrow Accounts", and shall bear interest. Interest received is to be paid first to the tenant in an amount as required by the annotated Code of Maryland, Real Property article, Section 8-203 (Security Deposits) and any residual amount may be retained by the Agent as compensation for administering accounting for the payment due tenant. In the event the amount of interest paid on the account of any security deposit shall be less than the amount required by law to be paid to the tenant, Owner shall be responsible for the full payment of the difference between the accrued interest and the rate of interest required by law.
- **15.** The Agent agrees to deposit all receipts collected for Owner (less any amount which the agent is authorized to deduct therefrom) in a trust or escrow account in a Federally insured Banking or Savings Institution, separate from Agent's personal account. Agent shall not be held liable for any loss caused by the bankruptcy or failure of the bank or institution in which the Owner's funds are deposited. The Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Agent's bank.
- **16.** The Agent shall use its best efforts to collect said rents as and when the same become due and payable without recourse to legal action. However, Agent has express authority to either represent the Owner or to hire an attorney or collection agency at no cost to it to institute legal action in the name of the Owner or Agent, at the Owner's sole expense, for rental and other expense items due from tenant and/or for repossessions of the property occupied by delinquent tenants or tenants in violation of lease covenants. When expedient and in the Owner's best interest, the Agent shall settle compromise and release such actions or lawsuits or reinstate such covenants.
- 17. Prior to any tenant taking occupancy of the Property during the term of this Agreement, Agent shall accompany such tenant in the inspection of the Property and shall prepare, at the time of such inspection, a Property Condition Report for both the interior and exterior of the improvements of the Property. If, at any time during the term of this Agreement, a tenant vacates the Property, Agent shall inspect the Property and prepare, at the time of such inspection a Property Condition Report for both the interior and exterior of the improvements on the Property. Agent shall also, from time to time and as deemed necessary, inspect the exterior or interior of the property during the tenants' occupancy and during any period when the Property is vacant. Agent will also perform one full interior and exterior inspection annually. These inspections are included in the Property Management Fee. If any additional inspections are required, Owner will be charged a fee of \$50.00 per inspection.

THE OWNER AGREES TO THE FOLLOWING:

18. The Owner represents and warrants to Agent for the purposes and consideration herein set forth that they are the sole Owners of fee Simple title to the property or is fully authorized to enter into this agreement as a binding enforceable agreement of the Owner's property. Owner has full right, power and authority to engage and appoint the Agent for purposes and consideration set forth and to enter into this agreement. Owner represents that the property is not currently subject to any outstanding default, foreclosure, contract of sale, option to

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purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit Agent from discharging its duties described herein. Owner agrees to keep all mortgage obligations, property taxes, association fees, or any other obligations which could lead to a foreclosure action against the property current and paid in full as required. Owner authorizes Agent to verify any and all information provided by Owner at Agent's discretion. Should Agent be notified that a foreclosure action has been initiated against the property then Owner authorizes Agent to freeze all of the Owner's funds related to that property and Agent will make no further disbursement to Owner. In that event, Owner agrees to assign to Agent all rents collected on the subject property as security to the obligations as described herein.

- **19.** The Owner agrees to indemnify, hold harmless, and save agent from any and all liability for damages or injury to persons or property arising out of the condition of the premises or the use thereof that is beyond the control of the Agent and from any expense in connection with any claim for damages. Owner will provide or otherwise authorize Agent to order, at Owners expense, an Owner-Landlord-Tenant Liability insurance policy, minimum coverage to be \$500,000.00 to save the Owner and the Agent harmless from any suit involving liability. In the event that Agent does not receive the insurance certificate within five (5) days from the execution hereof, Agent may obtain such insurance at Owner's expense. Owner shall make arrangements with his fire and casualty insurance company to provide for adequate vandalism, malicious mischief and extended coverage insurance in the event that the property becomes vacant.
- **20.** Owner agrees to defend promptly and diligently, at Owner's expense, any claim, civil or criminal action proceeding, charge or prosecution made, instituted or maintained against Agent or Agent and Owner jointly or severally, arising out of the condition, management or use of the property, or acts or omissions of employees of Owners in connection therewith, or otherwise, and to hold harmless and fully indemnify Agent from any judgement, loss or settlement on account thereof.
- 21. Owner is responsible for providing Agent with any and all association or management rules and regulations, and the Declaration of Covenants and Bylaws, where applicable, currently on file in the Depository of the Clerk of the County Circuit Court. If none are provided, agent is authorized to obtain same at Owner's expense.
- **22.** Owner is responsible for providing Agent with all information regarding radon; lead based paint, asbestos or any other potentially hazardous substance or material in the premises. Owner agrees to comply with all current laws or regulations regarding same.
- 23. PERSONAL POSSESSIONS. Owner agrees that Agent will not be responsible for Owner's personal possessions left on the property.
- **24. UTILITIES.** Owner hereby authorizes Agent to enter into contracts, in Owner's name and at Owner's expense, for electricity, gas, fuel, water, sewer, trash removal and other services to and for Owner's property, when same are not the tenant's responsibility. Owner understands and agrees that Agent shall not be liable for any outstanding utility charges against the property.
- **25. INDEPENDENT CONTRACTORS.** Owner covenants and agrees that any and all personnel required for the operation and maintenance of the premises shall be deemed independent contractors or employees of the Owner and not the Agent; that Agent may perform any of its duties through Owner's attorney, agents or employees or an attorney obtained by the Agent; and that the agent shall not be responsible for the acts, defaults or negligence of the tenant and/or employees or agents of the Owner, or any employees of independent contractors, if reasonable care has been exercised in their selection, appointment and retention.
- 26. CONDITION OF PREMISES. Owner warrants that the electrical, plumbing, heating and air conditioning and any other mechanical systems and related equipment, including kitchen and laundry appliances included as part of the leased premises, shall be in good operating condition at time of tenant's occupancy. Owner further agrees to have premises clean, freshly painted and carpets shampooed and in Move-In condition at the time of tenant's occupancy. In the event that tenant finds equipment and premises not to be in good condition, the Agent is authorized to have said equipment repaired and/or said condition remedied and to deduct the cost from Owner's funds. If said funds are not sufficient, Owner will promptly pay any bills for repairs presented or paid by Agent. If tenant refuses to take possession of the premises because of unacceptable condition, Agent shall not be held liable for any loss of rents due to condition of premises and tenant's refusal to rent. The Owner warrants that the property is in a sound and safe condition, complies with all applicable building and housing codes, and is suitable for occupancy.
- **27. TERMINATION.** a. In the event that the property is not leased within ninety (90) days of the execution of Agreement or if the property is not re-leased within ninety (90) days of the termination of a tenancy created hereunder, either the Owner or the Agent may terminate this agreement. If the Owner exercises this right to terminate this Agreement, the Owner shall pay to the Agent the sum of \$200.00 as compensation for agent's efforts to lease the property and shall also reimburse the actual expense paid for the advertising and other costs actually expended by the agent in attempting to lease the property. If the Agent terminates this agreement, the Owner shall pay to the Agent only the advertising and other actual costs expended by the Agent in attempting to lease the property.
- **b.** If the property is currently on the market for sale with another Broker, and it sells before it is leased under this agreement, then Owner agrees to pay agent a termination fee equal to one month's rent as compensation for Agent's efforts to lease property and shall also reimburse the actual expenses paid for the advertising and other costs actually expended by the Agent in attempting to lease the property.
- **c.** In the event of the termination of this Agreement for any reason whatsoever, the Agent agrees to remit to owner an accounting and all monies due Owner timely, as soon as all obligations regarding property are satisfied. Owner agrees to remit immediately to Agent all monies due Agent in accordance with this Agreement upon demand by Agent.
- **d.** If Management Agreement is terminated and legal action is required against tenant, Agent will be compensated for providing documentation or to appear in Court as a witness.

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28. SMOKE DETECTORS. Owner has been advised that the State of Maryland, the County, and certain Municipalities within the County require, by law that smoke detectors be installed and in operating condition in accordance with such law prior to any change in occupancy of a dwelling unit. Owner may contact the County Department of Fire and Rescue, division of Fire Protection, or local municipal governments for information regarding the specific requirements of the Smoke Detector Ordinances and agrees to comply with these requirements.

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29. LE <i>F</i>	AD-BASED PAINT.			
was con Marylan	1. Applicable Law. If the property was constructed prior to 1978, Owner a stial Lead-Based Paint Hazard Reduction Act of 1992 ("the Federal Act") will a structed prior to 1950, in addition to the Federal law, the provisions of the Mar d Program") will apply to the lease of the Property. If the Property was constructed by the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and the Property was constructed prior to 1978, Owner and Own	pply to the lea yland Lead Po ted between 1	se of the Property. Disoning Prevention 950 and 1978, the	If the Property Program ("the provision of the
Marylan	d Program will also apply to the lease of the Property if Owner has voluntarily 2. Representations of Owner. Owner warrants and represents to Agent that (i) The Property was or was not constructed the Federal Act and Maryland Program will apply.	: 4		_
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	(ii) The Property was or was not constructed from the Federal Act will apply and the Maryland Program will not apply unless Own Maryland Program.	1950 to 1978. er has or will v	If constructed fron oluntarily agree to p	n 1950 to 1978, articipate in the
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	(iii) The Property was constructed after 1978. Neither the Federal Act nor the	e Maryland P	rogram will apply.	
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			Owner	Agent
3.	Registration of Property under the Maryland Program. Owner represents and (i) If constructed prior to 1950, the Property has been registered with the Mary by the Maryland Program and Owner shall provide Agent with evidence satisf registered and all required registration and annual fees have been paid.	land Departme actory to Agei	ent of the Environm	ent as required has been duly
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	(ii) If constructed after 1949 and before 1979, Owner has paid all requ Environment even though the Property is not registered.	ired fees to	the Maryland Dep	artment of the
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			Owner	Agent
	(iii) If constructed after 1949 and before 1979, Owner has or the Maryland Program with respect to the Property. If so elected, the Proper not been duly registered with the Maryland Department of the Environment. evidence satisfactory to Agent that the Property has been duly registered and been paid.	ty If so registere		has vide Agent with
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- 4. Owner's and Agent's Compliance Requirements.
 - (i) If the Federal Act is applicable:
 - (a) Owner shall complete the attached Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form at the time of the execution of this Addendum.
 - (b) Agent shall provide the complete Disclosure of Information form and required EPA pamphlet ("Protect Your Family From Lead In Your Home") to Tenant(s) at the time a lease is signed or before occupancy, in the event of a verbal lease.
 - (ii) If the Maryland Program is applicable:
 - (a) Owner shall be responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees; costs and expenses; notice requirements and qualified offer requirements.
 - (b) Agent shall provide all current Tenants of the Property, if any, and all new Tenant(s) with the Notice of Tenant(s) Rights and the EPA brochure ("Protect Yourself From Lead In Your Home") required under the Program at the time a lease is signed or before occupancy, in the event of a verbal lease and shall provide additional copies of each to Tenant(s) every two (2) years thereafter as required under the Maryland Program.
 - 5. Covenants of Owner. During the term of this Agreement, Owner covenants and agrees to:
 - I. Maintain the registration of the Property with the Maryland Department of the Environment (unless certified lead free by the Department) and to pay the required annual fee applicable to such registration.
 - II. Satisfy the risk reduction standards required by the law each time that there has been a change in occupancy and ensure that the risk reduction standards have been satisfied before a new tenant occupies the Property.
 - III. Provide Agent with copies of all written notices received from the Maryland Department of the Environment, local health authorities, tenants, third-persons on behalf of tenants, or any other person which relates, directly or indirectly to the presence of lead paint, lead poisoning or required risk reduction repairs or abatement.
 - IV. Make no repairs or improvements to the Property, or allow the Tenant(s) to do so, except in strict accordance with the provisions of the Maryland Program.
 - V. Maintain adequate liability insurance coverage for the benefit of the Property naming the Agent as an additional insured under such policy of insurance. Upon request, Owner shall provide Agent with a copy of such insurance policy.
 - 6. <u>Limitation of Agent's Undertaking.</u> Except as provided in Section 3 of this Addendum, Agent shall have no further obligation, responsibility or legal liability in connection with any of the requirements as provided under the Federal Act or in the Maryland Program. Owner understands and acknowledges that Agent is neither authorized to act on behalf of Owner, nor does Agent assume any responsibility or obligation to do so in connection with Owner's duties under the Federal Act or the Maryland Program.
 - 7. <u>Indemnification of Agent.</u> Owner does for Owner, Owner's heirs, personal representatives and assigns, release, indemnify, acquit, exonerate, discharge and hold harmless Agent of all of the stockholders, partners, officers, agents and employees of Agent of and from all and every manner of action and actions, causes of actions, suits, debts, dues, sums of money, costs, including reasonable attorneys' fees, accounts, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, directly or indirectly, at law or in equity, for any failure of Owner to perform or satisfy any of the requirements or provisions of the Federal Act or the Maryland Program; Agent's management of the Property; or any allegations of lead paint poisoning.
- **30. TERMS.** The terms of this Property Management and Exclusive Rental Agreement shall survive the execution and delivery of any Lease herein referenced and shall not be merged therein.
- **31. MISCELLANEOUS. a.** The terms and provisions of this Agreement shall be construed and interpreted pursuant to the laws of the state of Maryland. If any provision is deemed invalid within this Agreement, it shall not affect the remaining provisions as stated herein which shall be deemed valid and enforceable.
 - **b.** Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.
 - c. The paragraph headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference only. They do not purport to and shall not e deemed to define, limit or extend the scope or intend of the paragraphs to which they appertain.
- **32. NOTICES.** Notices required to be given to Owner by this Agreement shall be in writing and effective as of the date on which such notice is delivered to the last known address of the Owner or when mailed to Owner's address as shown on this Agreement. Notices required to be given to Agent by this Agreement shall be in writing and effective as of the date on which such notice is delivered to the address of the Agent as shown on this Agreement or mailed to the Agent at the address as shown on the Agreement.
- **33.** The Owner has authorized and executed this Agreement, and no additional approval or signatures from any lender, Homeowner's Association. Condominium Council or any other party are necessary to make this Agreement the legally binding obligation of the Owner.

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34. This Agreement shall be construed as having be	en entered into fo	or business and commerc	ial purposes.	
35. This Agreement is entered into and made with co Successors, assigns, executors or heirs of the partie		ding, accord, and without	reservation and shall be t	oinding upon any
36. ADDENDUM. Any addendum(s) attached hereto Addendum Attached ⊠ Yes ☐ No:		ential Data Sheet.	herein.	
37. ADDITIONAL PROVISIONS. Further Provisions Program (addendum attached). If owner chooses no papers are filed for failure to pay rent. If agent appear	ot to participate in	this program, a fee of \$2	5.00 will be charged for	each time court
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IN WITNESS WHEREOF, the parties hereto have exparties, the day and year first above written.				ed by each of the
Professional Property Services, Ltd. REALTOR®				<u> </u>
Dv:	Agent	Owner		
By:	_Agent	Owner		
P. O. Box 389	_ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Myersville, MD 21773-0389 (301) 293-3635 or (301) 667-7471 (Emergency)				Address Phones
(301) 233-3033 01 (301) 007-7-47 1 (Emergency)			Owner's So	cial Security #.
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