



Property Management Agreement

PARTIES This Agreement is between DBSL Holdings, the Owner of the premises, (referred to as OWNER) and REALTY TRUST SERVICES, LLC (referred to as RTS) an Ohio licensed real estate brokerage.

PROPERTY OWNER appoints RTS, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, market, show, operate, control, maintain, collect payments for and generally manage the following property (hereafter called PROPERTY):

Property Address: 5912 PROSSER AVE CLEVELAND, OH 44103 104-14-088

The PROPERTY includes the entire premises in full unless any areas such as sheds, garages, attics or crawl spaces are specifically excluded by OWNER in writing at the time of the formation of this agreement. OWNER will fill out provided forms to further give guidelines for management, lease terms, how to pay OWNER and so forth.

TERM & EASY OUT NOTICE This management agreement will begin on 9/5/2023 and end on the same month and day on the following year. Owner or RTS may give 14 days notice at ANY TIME for ANY REASON to end this agreement via email. If notice not given by either party this agreement will automatically renew for successive 1 month terms. If RTS deems OWNER actions or instructions such that RTS cannot lawfully, effectively or safely fulfill its duties under this agreement RTS may cancel agreement effective immediately by giving notice via email. If notice to terminate agreement is given via either party, any payment owed for services rendered before the effective contract termination date shall be due as of contract termination date and RTS may deduct this from any funds otherwise due owner.

FEE'S AND COMMISSION There will be a monthly management fee of **\$93** per unit according to the Steel Plan. See pricing page for multiple unit portfolio management fee discounts. For all the services involved in RTS leasing a unit, RTS shall be entitled to a tenant placement fee according to the above pricing plan. Tenant paid fees belong to RTS to offset collection, enforcement and special service costs. OWNER agrees that if tenant or other party procured by RTS shall purchase the above property during the lease or 12 months thereafter a commission of 6% is due to RTS even if this property management agreement is no longer active. Owner may also simultaneously list the property for sale and or as a lease option by signing an exclusive right to sell listing agreement with RTS. See general listing of pricing and guarantees at: <https://PropertyManagementOH.com/pricing>

PROCEEDS RTS shall send OWNER the proceeds collected from the rental of property, minus the rental commission, fees and other expenses accrued for any property or unit managed by RTS on behalf of OWNER. Owner payments are initiated at the end of each month (except for holidays and technical delays) and can either be ACH deposited or mailed. If tenant reverses funds already disbursed to OWNER, OWNER must pay RTS back in 1 business day.

REPAIRS RTS shall coordinate repairs and provide 24/7 emergency answering service. Emergency repairs will be dispatched and billed to OWNER. For non emergency but necessary repairs RTS will attempt to get owner approval. Owner agrees to return inquiries via email or phone in 24 hours. If likely invoice amount will be under \$500, RTS may proceed at RTS discretion. Non essential cosmetic repairs will always be forwarded to OWNER for approval. RTS is authorized to change locks and place smoke / CO detectors as necessary at OWNER expense before each tenant move in.

INSURANCE/FEE'S/PROPERTY TAXES/BILLS/UTILITIES OWNER may direct or have forwarded to RTS for payment any maintenance fee bills (if applicable), association due statements, tax statements, insurance bills, mortgage statements, owner paid utility bills and other charges associated with the unit. OWNER may fill out and notarize a limited power of attorney if (RTS will provide at owners request) if OWNER desires RTS to make changes to or enquire with utility companies, tax authorities, HOA's and other similar accounts on their behalf.

TRUST ACCOUNT All rental deposits from tenants will be held by RTS in a state audited, FDIC insured trust account. Rents and other income collected on behalf of OWNER will be deposited in trust account before paying out expenses and OWNER payments. Where allowed by law and when applicable, OWNER and RTS agree that RTS may pay any interest earned on funds held in trust to RTS to offset costs in managing the account(s).

FAIR HOUSING STATEMENT It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

HOLD HARMLESS OWNER agrees to hold RTS harmless for any failure to secure tenant(s) for the OWNER, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason. The only exception would be when any applicable Growing PROsperity Risk Protection Bundles (see <https://PropertyManagementOH.com/pricing>) differ to the extent they differ. OWNER agrees to hereby indemnify and hold harmless RTS, its employees, agents and assigns, from any and all claims, suits, damages costs, losses and / or expenses arising from any injury to persons and/or property occurring on or about the premises. OWNER agrees to indemnify RTS for any damages suffered as a result of any lapse in or failure by OWNER to maintain insurance coverage. Under no circumstances shall OWNER cause the termination of these services and OWNER agrees to indemnify RTS from any damages or litigation fees/cost incurred by RTS if OWNER improperly terminates a utility service. RTS will deduct bills to the extent of funds available and OWNER agrees that RTS shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s). In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the OWNER, OWNER agrees that RTS is in no way liable for the payment of any fees, fines, or assessments. OWNER shall be responsible for providing RTS with all current rules and regulations, and for payment of any recreation, land, and/or other fees/ fines levied by the association, or assessments and OWNER agrees to indemnify RTS for payment of same. RTS shall not be held responsible for loss in the event of failure of a bank or in cases of loss due to fraud or theft. RTS shall not be responsible to take any precautionary measures to avoid any damages from any acts of God unless agreed to in writing between RTS and OWNER. RTS is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. Unless otherwise agreed RTS will use ID verified self showings with electronic lockboxes to show your property with the intent to minimize market time.

REPRESENTATIONS This is a legal binding contract. Any deviation from these terms must be agreed upon by all parties in writing. Owner is current on mortgage. RTS may modify agreement by giving owner 14 days notice via email, in which case owner may either accept changes or give notice to leave. Owner will notify RTS via email if foreclosure or other lawsuit that could involve property is filed. Owner has property fully insured and agrees to keep it fully insured. Owner has had the opportunity to have this contract reviewed by legal counsel. Owner agrees to provide all necessary forms, documents and information necessary for managing property. OWNER will advise RTS of all state required information and disclosures regarding lead based paint.



Jennine Yool jennine.yool@gmail.com



James Yool jamesryool@gmail.com



Realty Trust Services - Andrew Morris, Broker andy@rtserve.com

Receipt of Consumer Guide to Agency Relationships

I have downloaded (download at <http://rtsl.us/cguide>) or otherwise have Realty Trust Services Consumer Guide To Agency Relationships in my possession.



Jennine Yool jennine.yool@gmail.com



James Yool jamesryool@gmail.com

SIGNATURE CERTIFICATE



REFERENCE NUMBER

D21EE111-3B01-4772-B6DF-61153E806B03

TRANSACTION DETAILS

Reference Number
D21EE111-3B01-4772-B6DF-61153E806B03

Transaction Type
Signature Request

Sent At
08/24/2023 19:11 EDT

Executed At
09/20/2023 11:25 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
f80e4ed2ec1ed1b67175526ee11a9ba934583e720f0661dedd7ac8b7238c0d86

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
5912 PROSSER AVE CLEVELAND, OH 44103 104-14-088 - Property management agreement acceptance invite - Realty Trust Services

Filename
property_management_agreement_-_dbsl_holdings_-_5912_prosser_ave_cleveland_oh_44103_104-14-088.pdf



Pages
3 pages


Content Type
application/pdf

File Size
175 KB

Original Checksum
96bba178796ee0709e09162c14350cfacd0f13af257cacae9c2869a88a442a57

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name James Yool</p> <p>Email jamesryool@gmail.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 3ec097ade48a68d3aac8fd035126c102bd954e26bee9953dcf7635c5b6804ccd</p> <p>IP Address 209.171.88.103</p> <p>Device Chrome Mobile iOS via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID E7A88AF3</p> <p>Signature Biometric Count 3</p>	<p>Viewed At 09/20/2023 11:24 EDT</p> <p>Identity Authenticated At 09/20/2023 11:25 EDT</p> <p>Signed At 09/20/2023 11:25 EDT</p>
<p>Name Jennine Yool</p> <p>Email jennine.yool@gmail.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 32ff542fdfe91ede5c37e6db79fe0b41357b22a8bf742629b123e11fca32630c</p> <p>IP Address 24.150.55.94</p> <p>Device Chrome via Mac</p> <p>Drawn Signature </p> <p>Signature Reference ID 658395F1</p> <p>Signature Biometric Count 2</p>	<p>Viewed At 09/20/2023 10:53 EDT</p> <p>Identity Authenticated At 09/20/2023 11:15 EDT</p> <p>Signed At 09/20/2023 11:15 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Andrew Morris, Broker	Status signed	Viewed At 08/24/2023 19:13 EDT
Email andy@rtserve.com	Multi-factor Digital Fingerprint Checksum 430e1211db05b2123594557477509dc44ad1d40c887cc432f3325cc92341a2f7	Identity Authenticated At 08/24/2023 19:13 EDT
Components 1	IP Address 65.31.157.240	Signed At 08/24/2023 19:13 EDT
	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID 493693BB	
	Signature Biometric Count 1	

AUDITS

TIMESTAMP	AUDIT
08/24/2023 19:11 EDT	Andrew Morris, Broker (andy@rtserve.com) was emailed a link to sign.
08/24/2023 19:11 EDT	James Yool (jamesryool@gmail.com) was emailed a link to sign.
08/24/2023 19:11 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a link to sign.
08/24/2023 19:13 EDT	Andrew Morris, Broker (andy@rtserve.com) viewed the document on Chrome via Windows from 65.31.157.240.
08/24/2023 19:13 EDT	Andrew Morris, Broker (andy@rtserve.com) authenticated via email on Chrome via Windows from 65.31.157.240.
08/24/2023 19:13 EDT	Andrew Morris, Broker (andy@rtserve.com) signed the document on Chrome via Windows from 65.31.157.240.
09/01/2023 19:37 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/01/2023 19:37 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/02/2023 19:40 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/02/2023 19:40 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/03/2023 19:27 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/03/2023 19:27 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/04/2023 19:28 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/04/2023 19:28 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/05/2023 19:52 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/05/2023 19:52 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/06/2023 19:30 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/06/2023 19:30 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/07/2023 19:31 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/07/2023 19:31 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/08/2023 19:44 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
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09/13/2023 19:36 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
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09/17/2023 19:19 EDT	James Yool (jamesryool@gmail.com) was emailed a reminder.
09/17/2023 19:19 EDT	Jennine Yool (jennine.yool@gmail.com) was emailed a reminder.
09/18/2023 09:59 EDT	James Yool (jamesryool@gmail.com) viewed the document on Chrome Mobile iOS via iOS from 24.150.55.94.
09/18/2023 11:40 EDT	James Yool (jamesryool@gmail.com) viewed the document on Chrome Mobile iOS via iOS from 209.171.88.82.
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