

2025/2026 Management Agreement Revisions

10.c: Except in the case of an emergency, BROKER shall not make any repair or replace any part of the Premises if the cost thereof would exceed **\$400** without first notifying the OWNER in writing. This is per repair/incident - not per month.

Explained: This \$400 figure was once \$300. Due to rising repair costs, many simple HVAC fixes now fall in the \$300–\$400 range. These costs are typically identified once the technician is on site. By authorizing repairs at that point, we can resolve residents' HVAC needs more quickly while also reducing the number of return trips—and the additional costs that come with them.

10.c: In the event the heating or air conditioning system becomes inoperable, BROKER may, at its discretion and with availability, supply a temporary mobile HVAC unit for the benefit of the occupants. OWNER agrees to pay BROKER the cost of delivery and pick-up of the unit; however, no rental fee will be charged to the OWNER for the unit itself.

Explained: In an effort to be customer-service friendly to both owners and residents, we own mobile hvac units to help with extreme temperature seasons but do not charge rental for their use to neither owner nor resident.

14. OPTIONAL ANNUAL SERVICING, PRICING UPDATES:

HVAC servicing 1x per year for \$150 total fee per HVAC unit with a licensed professional.

HVAC servicing 2x per year for \$230 total fee per HVAC unit with a licensed professional.

Flush out the water heater 1x per year for a \$125 fee.

Preparation, scheduling, and conducting the annual Rental Housing Inspection with the City of Clemson for \$25 per property, in addition to the city's rental program fee.

(Only for properties located in the Clemson city-limits.)

Gutters cleaned in December - price is specific to the home based on size, difficulty.

We'll ask tenants to keep lawns tidy but will not ask/expect them to get on roofs & clean gutters.

Backed-up gutters are notorious for causing ceiling damage

and soffit / fascia board rot.

This is highly recommended.

Single-family home or non-HOA property, new options:

Resident is responsible for lawncare.

Please have lawncare included in rent and schedule every two weeks, mid-March through mid-October.

It is recommended for OWNERS to plan on paying for an annual trimming of bushes, tree branches, etc away from the home. This will be recommended by an inspector when needed.

PROPERTY MANAGEMENT AGREEMENT**1. CONTRACTING PARTIES**

OWNER: _____

BROKER: ORANGE PROPERTY MANAGEMENT, LLC

In consideration of the mutual promises and covenants contained herein,

(hereinafter referred to as OWNER) and ORANGE PROPERTY MANAGEMENT, LLC, (hereinafter referred to as "BROKER," "AGENT," and/or "OPM") do hereby agree as follows:

2. EMPLOYMENT OF BROKER, PREMISES LEASED, AND TERM OF MANAGEMENT

OWNER hereby employs BROKER exclusively to rent and manage the property (hereinafter referred to as the "Premises") known as: _____

pursuant to the terms herein set forth, for a management term beginning on _____ and continuing month-to-month thereafter. This contract shall remain in effect until terminated with a 30 days written notice to either party.

This agreement (hereinafter referred to as "Agreement") will automatically renew. OWNER acknowledges that BROKER'S leasing season begins on or about November 1st of each calendar year. IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF THE BROKER, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED HEREIN.

3. ACCEPTANCE OF EMPLOYMENT BY BROKER

BROKER hereby agrees as follows: (a) to accept the management of the premises, to the extent, for the period, and upon the terms herein provided, (b) to confer with OWNER on all management decisions related to the Premises to the extent, for the period, and upon the terms herein provided.

4. EXCLUSIVE AGENCY

OWNER hereby appoints BROKER as OWNER'S exclusive agent, to rent the premises and the contents therein, during the term of this Agreement, and hereby grants BROKER such authority as may be necessary to carry out the provisions of this Agreement. All services performed and actions taken by BROKER in its fulfillment of the obligations contained in this Agreement shall be BROKER for OWNER. OWNER hereby agrees to refer all inquiries for leases, subleases and renewals to BROKER, OWNER acknowledges that BROKER may be acting as BROKER for other properties, including property which may be owned by BROKER or its affiliates.

5. AUTHORITY AND DUTIES OF BROKER

- a. During the term of this Agreement, BROKER shall use its best efforts, without guarantee, to rent Premises to a tenant or tenants under the rental rates, terms, and conditions established by OWNER (also see Paragraph 13);
- b. BROKER has the authority to execute, deliver, modify, amend, renew and cancel leases as necessary;
- c. BROKER shall collect and/or receive rents, security deposits and other charges due from the tenants; serve notices, make inspections; obtain possession; terminate tenancies; and take any other action which BROKER deems appropriate including without limitation, the institution of legal proceedings in the name of OWNER and at OWNER'S sole expense;

OWNER's Initials _____, _____ BROKER's Initials _____ 1

- d. BROKER shall assist OWNER in any and all legal actions or proceedings relating to the Premises;
- e. BROKER will provide an online portal for the OWNER to view financial reports regarding the property at any time;
- f. It is understood by the OWNER that the BROKER will retain all late fees and NSF fees paid by the Tenant(s) to help offset the extra costs and labor involved in collecting late rent;
- g. At the end of the calendar year, the BROKER will provide the OWNER with a statement summarizing the management-to-date for the calendar year, along with the 1099 form. OWNER's social security number OR entity EIN is required for this form;
- h. BROKER shall do everything reasonably necessary for the proper management of the property including quarterly inspections, the supervision of maintenance and arranging for such improvements, alterations, and repairs as may be required by the OWNER on the OWNER's behalf. In the case of an emergency which requires immediate repairs or alterations, if OWNER is not readily available for consultation, BROKER shall use its discretion regarding the same. Quarterly inspection reports will be emailed to the Owner; **Quarterly inspections are \$25 each for a total of \$100 for a full calendar year.** These will be charged when conducted.
- i. BROKER will inspect the property four (4) times per year and change the HVAC air filters (if applicable) at these inspections. Air filters will be purchased by the Broker and charged to the Owner at a cost of \$15.00 per air filter unless the cost exceeds this amount. During these inspections, BROKER will inspect smoke detectors to ensure they are in working order, and will ensure that an unexpired fire extinguisher is on the premises. At the initial inspection and walkthrough upon assuming management of the Property, all costs of replacing fire extinguishers and smoke detectors (and/or batteries in detectors) will be charged to the OWNER. Carbon monoxide detectors are required by the BROKER for properties with gas utilities.

6. OWNER DUTIES, REPRESENTATIONS, AND WARRANTIES

- a. OWNER represents and warrants to the BROKER that, to the best of OWNER'S knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and state laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES other than (List any Property Defects here); that the PREMISES are not the subject of any order of repair or to demolish or other order of any governmental authority; that the PREMISES comply with all currently applicable laws, statutes and governmental regulations; that the OWNER will at all times during the term of the Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.
- b. OWNER declares that all mortgage payments have been made and the account is current.
- c. OWNER warrants that prior to BROKER accepting management of the PREMISES operating smoke detectors must be present in all required locations in all units on the PREMISES; if operating smoke detectors are not present on the PREMISES, OWNER agrees to provide detectors or allow BROKER to provide detectors at OWNER'S expense.
- d. OWNER will reimburse BROKER, upon demand, or from rent collected, to the full extent of all monies advanced by BROKER for OWNER's account in carrying out the purpose of this Agreement; it being understood however, that BROKER is not obligated to make such advances.
- e. OWNER agrees that OWNER is solely responsible for making all mortgage, property tax, and insurance payments regarding the subject property on a timely basis. BROKER assumes absolutely no responsibility for the same.

- f. OWNER agrees to allow the BROKER to remove current locks and replace them with Orange Property Management locks. These locks are utilized for every property managed by OPM. Locks will have a master key for OPM representatives to use as well as tenant keys that work only on the specific locks. It allows the locks to be easily changed out between tenants as well.
- g. OWNER agrees to allow the BROKER to place a yard advertisement sign on the property while listing the property for rent.
- h. OWNER agrees that all communication should flow to and through the BROKER. It is highly encouraged for the OWNER NOT to have communication with the tenant directly. **This can cause miscommunication & service failure. Should a tenant contact the OWNER directly, the OWNER should forward that communication to the BROKER.**
- i. All personal property of the OWNER must be completely removed from the property prior to leasing.
- j. In the event OWNER decides to list the PREMISES for sale, OWNER must immediately notify BROKER in writing. OWNER also agrees to immediately notify BROKER should any contract for sale of the PREMISES be accepted by OWNER. **Please know that we would be happy to assist you with the sale of your property!**

7. INSURANCE

At all times during the term of this Agreement, OWNER shall carry, at OWNER'S expense, liability and other insurance in such amounts and of such types as BROKER shall deem sufficient to protect the interest of the Parties of this Agreement, which policies shall be written so as to protect BROKER in the same manner and to the same extent as OWNER. A copy of all insurance policies shall be delivered to BROKER within twenty (20) days of OWNER'S receipt of said policy from the insurance company involved. OWNER shall provide BROKER with copies of all insurance policies from time to time at the request of the BROKER.

- a. OWNER shall indemnify and save the BROKER harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages from or connected with the lawful management of the property by BROKER or the lawful performance or reasonable exercise of any of the duties, obligations, powers, or authorities herein or hereafter granted to BROKER.
- b. OWNER agrees to indemnify and hold the BROKER harmless from any claims, debts, demands, suits, costs, or charges, including necessary attorney's fees in connection with or arising from the management of herein described property and from any liability for injury suffered on or about the premises by any person whomsoever.
- c. OWNER agrees to carry liability insurance with limits of **at least \$300,000.00**. OWNER shall furnish Broker a certificate annually showing that such coverage is in full force and effect at all times. (Please return the certificate with this agreement).
- d. OWNER agrees that all times during the term of this Agreement, all bodily injury, property damage and personal injury insurance and any other coverage carried by OWNER on the property shall, by the appropriate endorsement of all policies evidencing such insurance without cost to BROKER, be extended to insure and indemnify BROKER, as well as OWNER, as follows:
- e. **ORANGE PROPERTY MANAGEMENT, LLC, is hereby named as an additional insured and insurance company agrees this policy shall be primary in respect to any coverage carried by ORANGE PROPERTY MANAGEMENT, LLC.**

8. RELEASE AND INDEMNIFICATION

OWNER acknowledges that BROKER has not and cannot guarantee that the Premises will generate any revenue. BROKER shall not be liable to OWNER for the performance of any act or for BROKER'S failure to act so long as BROKER is not guilty of fraud, gross negligence or bad faith in such performance or failure to perform. OWNER shall indemnify and hold BROKER or any of its representatives and agents, harmless from or against any and all liabilities and expenses, including attorney's fees and court costs, on account of BROKER'S act or omissions hereunder. The provisions of this Paragraph shall survive the termination of this Agreement regardless of such termination. OWNER further agrees to indemnify, defend and save BROKER harmless from all suits in connection with the Premises and from liability for damage to property and injuries to or death of any subcontractor or other person whomsoever, and to carry at his/her/its own expense liability insurance adequate to protect both OWNER and BROKER'S interests as indicated herein. In no event shall BROKER be liable to OWNER for its inability to collect rents or other charges/fees.

9. DISPUTES

In the event of any dispute, litigation, or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation, or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorney's fees and costs, incurred at trial, on appeal, and in any arbitration, administrative, or other proceeding, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the termination of this agreement regardless of such termination.

10. MAINTENANCE AND REPAIRS OF PREMISES

- a. BROKER is authorized to attend to or arrange for all necessary maintenance and repair to the Premises and the contents thereof at OWNER'S expense. All providers of services shall be deemed to be acting on behalf of the OWNER and not the BROKER. All expenses incurred by BROKER shall be charged by BROKER at net cost to OWNER and OWNER shall receive credit for all rebates, reimbursements, commissions, discounts and allowances. BROKER shall endeavor to have any such work done at the lowest price available and to enforce any guaranties and warranties in favor of OWNER whenever available.
- b. Home warranties will not be honored by the BROKER & it is highly encouraged to cancel any home warranty policy in place prior to leasing. Home warranties significantly delay the service response time to the resident and create significant obstacles that should be avoided. This does not include new construction warranties. New construction warranties will be honored.
- c. Except in the case of an emergency, BROKER shall not make any repair or replace any part of the Premises if the cost thereof would exceed **\$400 without first notifying the OWNER in writing. This is per repair/incident - not per month.**

For non-essential services, as defined by the South Carolina Residential Landlord and Tenant Act (SC Code § 27-40-10), if OWNER fails to respond in writing within three (3) calendar days of the receipt of such written notice from BROKER, BROKER shall be deemed authorized to incur said expense(s) on behalf of OWNER.

For essential services, if OWNER fails to respond in writing within twenty-four (24) hours of the receipt of such written notice from BROKER, BROKER shall be deemed authorized to incur said expenses on behalf of OWNER. In any case, BROKER shall not be obligated to incur said expenses, but shall do so when it is necessary pursuant to BROKER'S best judgment and discretion. OWNER agrees to BROKER'S use of BROKER owned maintenance services so long as the cost of said services is competitive with other local services.

- d. If at any time the Premises should not be rented, a Reserve Fund will be established in the amount of **(\$500)**, and maintained at all times by OWNER to cover utility bills, homeowners' dues, or other expenses relating to the Premises.
- e. In the event the heating or air conditioning system becomes inoperable, BROKER may, at its discretion and with availability, supply a temporary mobile HVAC unit for the benefit of the occupants. OWNER agrees to pay BROKER the cost of delivery and pick-up of the unit; however, no rental fee will be charged to the OWNER for the unit itself.

11. ACCESS TO PREMISES AND KEY SERVICE

OWNER hereby grants BROKER unlimited access to the Premises. OWNER authorizes BROKER to have keys made to the Premises and to provide such keys to such person or persons as BROKER designates.

12. COMPLIANCE WITH LEASES

OWNER shall fully comply with any and all terms and conditions in any lease agreement entered into by BROKER in connection with the Premises and shall refrain from any action which would in any way hinder, limit, restrict, or undermine BROKER'S ability to fulfill its obligations under any such lease.

13. COMPENSATION AND OTHER PROVISIONS:

OWNER agrees to pay BROKER as a management fee:

_____, plus a _____ Placement Fee per property, per lease.

The Placement Fee is only for new lease agreements. If a lease is renewed with the current tenant, this fee is waived. This fee is to help cover the turnover management, marketing & showing your property, lease creation & execution, providing locks & lock change-out, and move-in management.

- a. OWNER must be compensated by direct deposit. The OWNER will get a confirmation email with the amount deposited. Direct deposit distribution to OWNER will be initiated monthly on or before the 25th of the month or the following business day if it falls on a weekend or holiday.
- b. In the event that monthly property expenses are in excess of rents collected by BROKER, the OWNER agrees to pay all such excess to the BROKER immediately upon receipt of the monthly statement, provided that nothing herein shall obligate the BROKER to advance any money for expenses.
- c. It is agreed between OWNER and BROKER that any unpaid balances owing under this agreement shall be the subject of a valid Mechanics Lien to be recorded upon the subject property.
- d. BROKER shall not be liable for any willful neglect or abuse to the OWNER's property by tenants or vandals or others.
- e. BROKER shall not be liable for loss of personal property left on the premises by the tenants or the OWNER.
- f. BROKER may accept checks for rental payments from the tenant(s) at the OWNER's risk. To avoid returned checks, payment to OWNER may be delayed in this case.
- g. BROKER makes no guarantees in the collection of rent.
- h. **Quarterly inspections are \$25 each for a total of \$100 for a full calendar year.**



BROKER is hereby designated as the exclusive BROKER and representative of OWNER to rent, lease, operate, control, evict, and manage the following described properties:

<u>Property Address(es) (multiple lines for multiple properties if applicable)</u>	<u>Allowable Minimum / Desired Rent</u>
1. _____	\$ _____ / \$ _____
2. _____	\$ _____ / \$ _____
4. _____	\$ _____ / \$ _____
5. _____	\$ _____ / \$ _____
6. _____	\$ _____ / \$ _____
7. _____	\$ _____ / \$ _____
8. _____	\$ _____ / \$ _____
9. _____	\$ _____ / \$ _____
10. _____	\$ _____ / \$ _____

**Preferred Vendors (if none or not applicable, BROKER will use preferred vendors of OPM, LLC):**

____ email: _____ phone: _____

____ email: _____ phone: _____

GENERAL PROPERTY INFORMATION & PREFERENCES:

YES / NO

undergraduate students allowed?

graduate students allowed?

smoking allowed?

hardwood floors?

cable ready?

microwave included?

dishwasher included?

refrigerator included?

range/oven included?

washer/dryer included?

walk-in closets?

fireplace?

carport?

garage parking?

balcony / deck / patio?

fenced yard?

do you require renter's insurance?

are there HOA dues?

do you want us to pay them on your behalf?

What are the HOA dues if applicable?

HOA Manager: _____

Street Address: _____

City / ST / Zip: _____

How is the property heated?

Electric

Gas

Oil

____ Tenant | Owner | HOA

Who handles lawn?

Who pays for power?

Who pays for water?

Who pays for gas?

On site garbage?

UTILITY COMPANIES

Power _____

Water _____

Gas _____

Internet _____

Waste Water

Septic

Public Sewer

Other utility/warranty info? _____

Allow pets?

If yes above for Pets, pet fee will be \$50 per pet per month and there would be a \$150 refundable pet deposit on hand for each pet. *Note that emotional support animals are not considered to be pets.*

Explain any particulars to the properties or requests that are you would like noted specifically the lease agreement:

PHONE #: _____

PHONE #: _____

EMAIL: _____
(for monthly financial statements)

EMAIL: _____

MAILING ADDRESS: _____

Social Security (or) TIN (if LLC) #: _____ (for 1099 at year-end)

How do we get the 1099 to you in January?: email with password (or) snail mail it

BANK ROUTING #: _____
(For direct deposit payment)ACCOUNT #: _____
checking account savings account

OWNER's Initials _____, _____ BROKER's Initials _____ 7

14. ANNUAL SERVICING PREFERENCES:

_____ Please take care of HVAC servicing 1x per year for \$150 total fee per HVAC unit with a licensed professional.

_____ Please take care of HVAC servicing 2x per year for \$230 total fee per HVAC unit with a licensed professional.

_____ Please flush out the water heater 1x per year for a \$125 fee.

_____ Please take care of preparation, scheduling, and conducting the annual Rental Housing Inspection with the City of Clemson for \$25 per property, in addition to the city's rental program fee.
(Only for properties located in the Clemson city-limits.)

_____ Please have my gutters cleaned in December - price is specific to the home based on size, difficulty.
We'll ask tenants to keep lawns tidy but will not ask/expect them to get on roofs & clean gutters.

Backed-up gutters are notorious for causing ceiling damage and soffit / fascia board rot.
This is highly recommended.

Below are typically included with HOA dues for properties with HOAs, and if so, we won't schedule.

But if you have a single-family home or non-HOA property:

_____ HOA handles pest control.

_____ Resident is responsible for pest control.

_____ Please have a pest control professional treat the property monthly, quarterly, annually for pests / bugs.

_____ Owner will have property treated monthly, quarterly, annually for pests / bugs / etc by a pest control professional.

_____ Resident is responsible for lawn care.

_____ Please have lawn care included in rent and schedule every two weeks, mid-March through mid-October.
It is recommended for OWNERS to plan on paying for an annual trimming of bushes, tree branches, etc away from the home. This will be recommended by an inspector when needed.

15. TERM OF AGREEMENT:

This agreement is for a **month-to-month** period commencing on _____.

Either OWNER or BROKER may terminate this Agreement upon 30 days written notice to the other party to be served personally, sent by certified mail, or email to the other party at the mailing addresses listed below:

If not terminated, this document is in effect until canceled with thirty 30 days' notice in writing.

The Management Fee I pay to ORANGE PROPERTY MANAGEMENT is _____,
not including late fees & NSF fees. BROKER retains all late fees and NSF fees paid by the tenant to help offset the extra costs and labor involved in collecting late rent.



A _____ **Placement Fee** will be withheld from each new lease agreement (not including renewals) to help cover the turnover management, marketing & showing your property, lease creation & execution, providing locks & lock change-out, and move-in management.

BROKER will hold rent due on the 1st until direct deposit distribution to OWNER is initiated monthly on the 25th of the month OR the following business day if it falls on a weekend or holiday. This withholding is to pay for expenses associated with the property (utility/repair/etc) during the pay-period in lieu of a reserve fund.

17. FACSIMILE AND OTHER ELECTRONIC MEANS

The parties agree that offers, agreements and/or other correspondence may be transmitted by either party via fax or other secure electronic means. This includes, but is not limited to, facsimile, electronic mail, text messages and the internet. The parties further agree that the signature, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. THIS AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by all parties hereto.

19. SIGNATURES

All legal OWNERS of the Property must sign this Agreement. By signing below, each OWNER (whether an individual, spouse, joint tenant, tenant in common, trustee, personal representative, or entity representative) represents and warrants that they are a lawful owner of the Property or are duly authorized to sign on behalf of the legal owner(s).

If the Property is titled in the name of an entity (including but not limited to a corporation, partnership, limited liability company, or trust), the individual signing on behalf of such entity affirms that they have full authority to bind the entity and agrees to provide evidence of such authority upon request.

This Agreement shall not be valid or enforceable unless executed by all persons or entities holding legal title to the Property or their duly authorized representatives.

BROKER - ORANGE PROPERTY MANAGEMENT, LLC

BY: _____

DATE: _____

MARTIN TILLER, MEMBER / BROKER IN CHARGE

OWNER(s)

X _____

DATE: _____

PRINTED _____

X _____

DATE: _____

PRINTED _____

OWNER's Initials _____, _____ BROKER's Initials _____ 9