

Signed On: <http://amosmanagement.com/>

Property Management Agreement

Property Management Agreement

This is a legally binding contract. If you do not understand it, consult your attorney.

Items in BOLD BLUE are Populated by Your Entries

This Property Management Agreement ("**Contract**") is made and entered into between **Legal Ownership (Name, Business or other Entity)** ("**Owner**"), and **AMOSO Realty LLC ("REALTOR®")**.

(Check if applicable) [] This Contract supersedes and replaces in full an existing Property Management Agreement between the parties dated the _____ day of _____, 20____.

For and in consideration of the mutual covenants herein contained, the parties agree as follows:

1 . DESIGNATION OF REALTOR® AND DESCRIPTION OF PROPERTY. REALTOR® is hereby designated as the sole and exclusive agent and representative of Owner for the purpose of managing the following property (the "**Property**")

Properties to Be Managed

2. CURRENT EXCLUSIVE REPRESENTATION AGREEMENT.

Owner **IS/IS NOT** a party to any other exclusive representation agreement with respect to the management or leasing of the Property. If Owner is a party to such an exclusive representation agreement, such agreement ends (date) **Date Provided** or upon accepted Termination of representation agreement, provided to "**REALTOR®**"

3. TERM OF AGREEMENT.

This Contract shall begin on Effective Date, as defined herein and end **on Date 12 months from selected start date** ("**Initial Term**"); provided, however, that either party may terminate this Contract at any time after the end of **Twelve (12)** months after the Effective Date ("**Early Termination Date**") by giving to the other party not less than **Thirty (30) days** prior Notice of election to terminate, and the elected termination date. At the expiration of such term, this Contract, if not renewed in writing for an additional fixed period and if not terminated in writing by either party, shall be deemed a month-to-month Contract cancel-able by either party on not less than **Thirty (30) days** prior Notice, which may be given at any time during the month; provided that any cancellation shall be effective as of the end of the calendar month during which such Notice period expires.

4. RIGHTS AND DUTIES OF REALTOR®.

Authority. Unless and until Owner shall provide Notice to REALTOR® instructing otherwise, in



addition to any and all other rights and duties of REALTOR® hereunder in managing the Property, REALTOR® and its representatives shall have the authority and exclusive right to:

- negotiate leases with existing and prospective tenants
- list the Property for lease with any multiple listing service (“**MLS**”) in accordance with MLS Rules of Service and any agreements between REALTOR® and individual participants;
- take and use photographs or videotapes of the interior and exterior of the improvements on the Property, to place a “For Lease” sign on the Property, to remove all other signs, and to otherwise advertise the Property for lease in any manner deemed wise by REALTOR®, including but not limited to (*unless specified otherwise*) advertising on the Internet, virtual tours, web-sites, trade journals and any other medium.
- [**if selected yes to allow pets**] allow pets to be kept at the Property (pursuant to the terms of MAR form RES-3020), with the Terms outlined in “**Pet Policy**” of this agreement; and
- to sign, renew, or cancel leases on behalf of Owner for the Property or any part thereof.

Owner authorizes REALTOR® to cooperate with and offer compensation to other REALTOR®s acting pursuant to any brokerage relationship permitted by REALTOR®’s company policy set forth below, and to allow same to show the Property

Broker Cooperation and Compensation Policy. REALTOR®’s company policy authorizes REALTOR® or its representatives to cooperate with other brokers acting pursuant to the following brokerage relationships, as defined by Section 339.710 R.S.Mo. (*Insert compensation amounts or percentages below to indicate that such cooperation is authorized by REALTOR®’s company policy. Insert “N/A” below to indicate that such cooperation is not authorized, whether by company policy or otherwise*). If REALTOR®’s company policy authorizes any such cooperation, then the amount of compensation that will be offered by REALTOR® shall be as follows (*indicate a specific dollar amount, or the percentage of Leasing Compensation, that will be offered for each applicable cooperating brokerage relationship. Also specify if REALTOR®’s company policy regarding compensation differs as to brokers who are not members of REALTOR®’s local Board of REALTORS®; excludes particular brokers, whether or not members of REALTOR®’s local Board of REALTORS®; or is otherwise limited*):

- \$300.00 or 25% of Leasing Compensation to subagents of REALTOR® (*i.e., limited agents representing Owner*);
- \$100.00 or 20% of Leasing Compensation to tenant agents (*i.e., limited agents representing prospect(s)*);
- \$ N/A or N/A % of Leasing Compensation to transaction brokers (*i.e., neutral licensees representing neither party*).

(*Note: Even if compensated by REALTOR® or Owner, it is understood that cooperating agents or brokers may represent the interests of tenants only*).

Equal Opportunity. The Property shall be offered for lease without regard to race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity, and in accordance with all local, state, and federal fair housing laws.

Collection of Revenue. REALTOR® shall take reasonable steps (at no out-of-pocket cost or expense to REALTOR®) to collect rents and any other payments due Owner from tenants for the Property in accordance with the terms of their tenancy, and to facilitate negotiations to expedite, compromise and settle any such actions and/or suits. Owner shall be solely responsible for any legal action required to collect rents from Tenants or otherwise enforce the terms of any lease. The costs for collection and Legal actions that will borne by the Owner should the need arise are outlined in the “Additional Fee” section of this contract.



Owner authorizes REALTOR® to collect rents and other payments due by credit card and automatic electronic withdrawal programs from checking, savings and other financial accounts. The cost and expense to establish, operate and maintain any such collection program(s), including but not limited to credit card fees, shall be borne by Owner.

Expenses Loans and Improvements. From the gross revenues collected, REALTOR® is authorized to:

1. Pay all operating and maintenance expenses, including but not limited to utilities, cleaning, advertising, collection (e.g., costs due to returned checks), pest control and lawn care. Utility Payments will incur a 10% Mark-Up by REALTOR®. REALTOR® provided Maintenance services will be billed at an hourly labor rate of \$39 per hour plus 10% Mark-Up by REALTOR®. Material for Maintenance Services will be billed to Owner at Cost plus 10% Mark-Up by REALTOR®. If Lawn care is needed, it will be billed at \$90.00 per month plus 10% Mark-Up by REALTOR®. Labor Rate and Lawn Care cost are subject to change with written notification from REALTOR® to Owner.
2. Pay to any lenders designated by Owner all sums that may be due on loans affecting the Property. Paying a Lender on Owner's behalf must first be requested in writing by Owner, and approved in writing by REALTOR®.
3. Pay for all repairs, alterations and improvements on the Property. No improvements, alterations or repair work costing more than **Five Hundred Dollars(\$500.00)** per occurrence shall be made by REALTOR® without prior written or verbal authorization of Owner. In case of an emergency that requires immediate repairs or alterations, if Owner is not readily available for consultation, REALTOR® shall have the right to use its own discretion regarding the repairs or alterations. All repair bids provided by REALTOR® to Owner will be Labor only bids, and subject to a 10% Mark-Up by REALTOR®. Material for Repairs, improvements and alterations to the Property will be billed at Cost plus 10% Mark-Up by REALTOR®.

Employees and Independent Contractors. REALTOR® is authorized to hire, supervise and terminate, on behalf of Owner; independent contractors, Property employees, reasonably required in the operation of the Property. All independent contractors shall be required to provide proof of workers' compensation and liability insurance. Any Property employees shall be employees of Owner and not of REALTOR®. REALTOR® shall charge a 10% Mark-Up on all invoices submitted by independent contractors.

Tenant Requests and Lease Conflicts. Subject to the specific terms hereof, and absent contrary written instruction from Owner, REALTOR® shall handle all general tenant requests and negotiations that may arise from time to time, regarding all or any part of the Property leased by such tenant(s). To the extent any specific terms of this Contract regarding the respective rights and obligations of REALTOR® and Owner with respect to the management and operation of the Property conflict or are inconsistent with the specific terms of any lease that may hereafter be entered into with respect to all or any portion of the Property and approved of by Owner, then it is the intention of the parties hereto that the terms of any such future lease shall control and apply with respect to the premises therein demised.

Periodic Statements of Property Income and Expenses and Payment to Owner. REALTOR® shall maintain accurate records of all monies received and disbursed in connection with its management of the Property. Such records shall be open for inspection by Owner (at Owner's cost and expense) at all reasonable times. REALTOR® shall also render to Owner **monthly** written statements of Property income and expenses. At such time, REALTOR® shall pay to Owner the net amount of any funds due Owner, after REALTOR® has deducted all authorized expenses relating to the management and operation of the Property, including any compensation due REALTOR® as set forth herein, from the funds collected on behalf of Owner. Owner agrees



that REALTOR® may retain a reserve of not less than \$ in REALTOR®'s property management account for payment of expenses and liabilities as set forth herein.

Rents, Prepaid Rents Security and Pet Deposits.

1. Rents and prepaid rents shall be received and held by **REALTOR®**. Security and pet deposits shall be received and held by **Owner**. All security and pet deposits received by REALTOR® and any rent other than current rent received shall be held by REALTOR® and maintained and kept in an escrow account other than REALTOR®'s property management escrow account, pursuant to 339.105 RSMo., unless all parties (Owner, REALTOR® and tenant(s)) having an interest in the funds agree otherwise in writing. REALTOR® may hold security and pet deposits, rents and prepaid rent in an interest bearing account and interest earned shall be paid to *(check one)* REALTOR® Owner. All current rent and any money received from Owner or on Owner's behalf for payment of expenses related to management of the Property shall be deposited and maintained in REALTOR®'s property management escrow account.
2. [Check (a) or (b)] **(checked based on selections in form)**
 - **[] (a)** Owner represents that Owner has not received and is not now holding any security or pet deposit.
 - **[] (b)** Owner received and is holding the following security and pet deposit(s). *(Attach list to identify amount of each deposit and tenant who made the same)*. All such amounts will be held as required by applicable law.

Pet Policy:

Owner States: **Pets Allowed Selection**

If Allowed Dog Size Limit: **Dog Size Limit Selection**

Maximum Number of Pets Allowed: **Selection**

Pet Deposit: **Pet Deposit Selection**

Charge Pet Rent: **Yes/No Selection**

If Pet Rent is Charged How much: **Selection**

REALTOR®'s Right to Cancel Agreement: Owner agrees, that for any reason REALTOR® has the right to terminate this Agreement within the first 10 Business days of the term of this agreement with 2 days notice to the Owner. Should REALTOR® choose to cancel this Agreement, all compensation paid to REALTOR® by Owner will be returned to Owner in whole within 10 business days of termination.

5. CONSENT TO BROKERAGE RELATIONSHIPS.

1. **Landlord's Agency as Starting Point; Effect of In-House Sales.** Pursuant to this Contract, REALTOR® will initially be acting in the capacity of Owner's agent, with the duties and obligations of a landlord's agent under Missouri law as set forth following the parties' signatures below. However, Owner acknowledges that from time to time, a prospective tenant may engage REALTOR® to act in one of several possible capacities with respect to that tenant, depending on what brokerage relationships are



permitted by REALTOR®'s office policy. The following subsections describe circumstances where Missouri law may permit or require a conversion of REALTOR®'s brokerage relationship with Owner to a different brokerage relationship. Complete each subsection. Disclosure of any conversion to a different brokerage relationship shall be made upon its occurrence as may be required by rule or regulation.

2. **Conversion to Dual Agency Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent.** If a prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent, Missouri law permits REALTOR® to show the Property to and otherwise represent the buyer, as a dual agent representing both Owner and the tenant, with the written consent of all parties. In such case, REALTOR® may act as a dual agent with the duties and obligations of a dual agent under Missouri law as set forth following the parties' signatures below. Owner **DOES consent** to REALTOR® representing both Owner and a tenant as a dual agent.

3. **Designated Agents for Landlord and Tenant; Possible Conversion to Dual Agency or Transaction Brokerage.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated agents to the exclusion of all other affiliated licensees. Owner **DOES consent** to REALTOR®'s appointment of designated agent(s). An individual broker, designated broker or office manager/supervising broker affiliated with REALTOR® shall not be considered to be a dual agent or transaction broker solely because such broker has appointed one or more affiliated licensee(s) to represent Owner to the exclusion of all other affiliated licensees of REALTOR®; however, any licensee who personally represents both Owner and the tenant in the same transaction shall be a dual agent or a transaction broker. Further, if such broker supervises the licensees for both sides of a transaction, that broker will be a dual agent or a transaction broker upon learning confidential information about either party to a transaction or upon being consulted by any licensee involved in the transaction. Also, when the broker supervises the licensee representing or assisting one (1) side of the transaction and personally represents or assists the other side, that broker will be a dual agent or a transaction broker. Any such broker or licensee shall be required to comply with the provisions regarding dual agent or transaction brokers under Missouri law as set forth following the parties' signatures below.

4. **Conversion to Transaction Brokerage Where REALTOR® Is Engaged by Tenant to Act as Tenant's Agent or Transaction Broker.** If a prospective tenant has engaged REALTOR® to act in the capacity of tenant's agent or transaction broker, Missouri law permits REALTOR® to show the Property and otherwise assist the tenant as a transaction broker assisting both Owner and the tenant without an agency relationship to either of them, with the written consent of all parties. In such case REALTOR® may act as a transaction broker with the duties and obligations of a transaction broker under Missouri law as set forth following the parties' signatures below. **Note:** If REALTOR® wishes to convert to transaction brokerage but Owner does not consent to such conversion, then REALTOR® may without liability withdraw from representing Owner. Such withdrawal shall not prejudice the ability of REALTOR® to continue to represent the other client in the transaction or limit REALTOR® from representing Owner in another transaction not involving transaction brokerage. Owner **DOES consent** to REALTOR® assisting both Owner and a tenant as a transaction broker.

5. **Designated Transaction Broker for Landlord and Tenant.** Missouri law permits REALTOR® to appoint one or more licensees affiliated with REALTOR® as designated transaction broker(s) to assist Owner without an agency relationship, to the exclusion of all other affiliated licensees. **Owner DOES**



consent to REALTOR®'s appointment of designated transaction broker(s).

6. RESPONSIBILITIES OF OWNER. Duties and responsibilities of Owner under this Contract include:

1. **Furnish Documents.** Furnish REALTOR® all documents and records required to properly manage the Property, including but not limited to Owner tax identification number(s), non-foreign ownership certification and related forms (e.g., W-9, 1099), copies of all leases, status of rental payments, loan payment information and existing service contracts. Owner acknowledges having read and approved the information contained in the Property Data Form (if any) regarding the Property, and that REALTOR® is authorized to rely upon said information in advertising and promoting the Property. Owner (check one) **DOES NOT** agree to complete and deliver to REALTOR® a Disclosure Statement form. Owner authorizes REALTOR® to provide to prospects any such Disclosure Statement and information contained in any such Property Data Form. Owner represents that all information in the Disclosure Statement and Property Data Form (if any) is (or when delivered will be) true and accurate to the best knowledge of Owner, and that Owner will fully and promptly disclose in writing to REALTOR® any new information pertaining to the Property that is discovered by or made known to Owner at any time during the term of this Contract and constitutes an adverse material fact or would make any existing information in the Disclosure Statement or Data Form false or materially misleading, and to sign such revised form(s) as may be necessary. Owner further agrees to promptly furnish REALTOR® with all inspection reports (if any) regarding the Property, and authorizes REALTOR® to disclose and provide such reports to prospects.
2. **Insurance Policies.** Furnish REALTOR® with the name, address and telephone number of the agent and underwriter for each insurance policy, policy number and, upon request, with copies of all insurance policies from time to time carried by Owner during the term of this Contract and any endorsement(s) called for herein or by the terms of any lease agreement entered into, together with written authorization (if needed) for REALTOR® to communicate with the insurer. Owner agrees to carry fire and extended coverage insurance, and bodily injury, property damage and personal injury public liability insurance in limits as required pursuant to any lease agreement entered into, but in any event not less than **\$1,000,000.00**, and to name REALTOR® as an additional insured party.
3. **Reimbursement of Advancements.** Reimburse REALTOR®, on demand, all monies advanced by REALTOR® for account of Owner in carrying out the purposes of this Contract; it being understood that REALTOR® is not obligated to advance any money hereunder. If REALTOR® does advance monies for the operation of the Property, Owner will be billed at and interest rate of 2% monthly for all monies advanced until balance is paid in Full. Further Should Funds provided to REALTOR® from owner cause be withdrawn from REALTOR®'s Bank Account due to insufficient funds of Owner's account, a \$50.00 Fee payable to REALTOR® by Owner will be incurred.
4. **Compensation Due REALTOR®.** To pay REALTOR® for services as follows:
 - **For Management: \$89 per month** per property unit managed.
 - **For Leasing:** For each time a unit is leased REALTOR® shall receive **\$850.00** for the 1st year of the Lease Term and **\$250.00** for each subsequent year of a lease term. Full Leasing fee is due and payable at time of Lease Signing ("**Leasing Compensation**").
 - **Renewals: \$250.00** for each year of Lease Renewal Period
 - **HUD Renewals:** Any Renewal for a Property with a Tenant Subsidized through a HUD Funded



Program such as the Housing Choice Voucher Program (commonly known as Section 8), or similar will incur an additional Renewal Fee of **\$150.00** to REALTOR®

- **Termination Fee on Sale of Property.** If Owner sells the Property during the term of this Contract, Owner shall pay REALTOR® at the time of the closing of the sale a termination fee of **\$500.00**. Thereupon, this Contract shall terminate. Owner, however, shall be required to give REALTOR® prior Notice as provided for in Section 3.
- **Additional Fees.** Forfeited rent, deposits and fees charged for the following shall be billed and/or split as indicated:

Collectible Fees from Tenant:

Item	Billed at:	Split:
Forfeited Rent:		REALTOR® 0%, Owner 100%
Forfeited Security Deposit		REALTOR® 0%, Owner 100%
Pet Deposit		REALTOR® 0%, Owner 100%
Pet Rent		REALTOR® 10%, Owner 90%
Sub-Leasing Fees		REALTOR® 10%, Owner 90%
Late Rent / Late Fees		REALTOR® 50%, Owner 50%
Application Fees		REALTOR® 100%, Owner 0%
Return Check Fees		REALTOR® 100%, Owner 0%
NSF Fees		REALTOR® 100%, Owner 0%
Lease Amendment Fees		REALTOR® 100%, Owner 0%
After Hours Service Fees		REALTOR® 100%, Owner 0%
Tenant Insurance Fees		REALTOR® 100%, Owner 0%

Billable Items to Owner* :

Eviction (Rent and Possession) Filing & Service	\$250.00
Eviction (Rent and Possession) Trial if Needed	\$125.00
AMOSO Appearance at Eviction Trial	\$100.00
Eviction Sheriff Service if Needed	\$75.00
Lock Change on AMOSO Master Lock	\$87.50 per Door
Tenant Notification eg. Late letter, via U.S.P.S mail	\$5.00
Tenant Notification eg. Late letter, via Email or Txt	FREE
Tenant Notification via Certified Mail	\$15.00
Door Postings, eg. Abandonment Notice, Pay or Eviction etc.	\$35.00
Tenant Delinquent Payment Plan Negotiation and Agreement	\$35.00

*Cost of all Billable Items are subject to change with written notice from REALTOR® to Owner.

7. TAXES AND INSURANCE. Owner shall pay any real property taxes and other taxes levied and assessed against the Property.

Owner shall pay the premiums for fire and extended coverage and liability insurance.

8. CONFORMITY WITH THE LAW. Landlord hereby represents to REALTOR® that the Property is in full compliance with the requirements of all applicable laws. REALTOR® is hereby authorized to take such actions as deems appropriate to comply with such laws.

9. INDEMNIFICATION OF REALTOR®. Except for the willful and reckless misconduct and gross negligence of REALTOR®, Owner agrees to indemnify and defend REALTOR® against all costs, expenses, bad checks, losses because of a tenant's bankruptcy, attorney's fees, suits, liabilities and any other damages, arising from or



connected in any way with the operation or management of the Property by REALTOR® or the performance or exercise of any of the duties, obligations or powers herein granted to REALTOR®, including the costs of defense.

10. MISCELLANEOUS AGREEMENTS.

- Owner reserves the right to change, upon Notice to REALTOR®, the acceptable terms of any future lease(s) of the Property, including but not limited to terms regarding rental rates, security and pet deposit amounts and arrangements for repairs. Initial rental rates and security and pet deposit amounts set by Owner are: As define above next to Properties managed or are:

Monthly Rental Rate: [Single Property Rent Selection](#)

Security Deposit: [Single Property Security Deposit Selection](#)

- The parties specifically acknowledge and agree that Tenant shall be responsible to maintain (or cause to be maintained) any lawn at the Premises. Tenant shall be responsible for snow and ice removal from the Property.
- When REALTOR® deems advisable for the showing of prospective tenants, for service or repairmen or protecting unoccupied or vacant units, REALTOR® may have utilities turned on (to be paid by Owner).
- REALTOR® shall not be held responsible for handling or making any governmental agency reports for Owner, nor held responsible to meet any government requirements.
- If REALTOR® also has a listing agreement with Owner for the sale of the Property at any time during the term of this Contract, if any tenant procured by REALTOR® shall enter into a contract or exercise an option to purchase the Property from Owner during the term of the lease, then Owner agrees to compensate REALTOR® in accordance with the listing contract. If the lease includes an option to purchase and separate consideration is paid for the option, Owner agrees that if the option is not exercised the consideration shall be divided equally between Owner and REALTOR®; provided that REALTOR® shall in no event receive any money for services greater than the amount of the agreed compensation.

11. NOTICES. For purposes for this Contract, any notice, consent, approval or demand required to be made under the terms hereof ("**Notice**") shall be in writing and, until changed by at least fifteen (15) days prior Notice to the other party, shall be addressed to REALTOR® or Owner (as the case may be) at the address set forth on the signature page of this Contract. Notice to either party may also be sent via other means (including personal delivery, courier or messenger service or otherwise as permitted or required under applicable law). Any such Notice shall be deemed to have been duly given when actually received by the intended recipient (or as otherwise provided under applicable law). Refusal to accept service of a Notice shall constitute delivery of the Notice.

12. BINDING EFFECT. This Contract shall be binding upon the parties hereto, upon the successors and assigns of REALTOR®, and the heirs, personal representatives, successors and assigns of Owner. The undersigned warrant(s) that they are the sole owner(s), or the sole authorized representative(s) of the owner(s), of the Property, with legal authority to contract for its management; it being understood and agreed, however, that if there is more than one Owner of the Property, that the first person or entity identified as Owner on the signature page of this Contract is hereby authorized to act on behalf of all other persons and entitles holding an ownership



interest in the Property, and to give and receive all Notices required or permitted hereunder on behalf of all such Owner(s) (at the address set forth on the signature page of this Contract).

LEAD-BASED PAINT DISCLOSURE. (Check A or B)

[**Based on Answers in Form**] A. Owner represents and warrants that the sale or lease of the Property is exempt from the disclosure obligations under 42 U.S.C. 4852d because (1) the Property is not residential real property, (2) the Property was constructed in 1978 or later, or (3) other (*Describe*) _____

[**Based on Answers in Form**] B. The sale or lease of this Property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. (*Attach Lead-Based Paint Disclosure Form*)

14. MINIMUM BROKERAGE SERVICES (§339.780.7 R.S. Mo.). Owner acknowledges having read the applicable “Duties and Obligations” on the following pages of this form, and that pursuant to Missouri law, REALTOR®, through its designated broker and/or through one or more affiliated licensees, shall provide, at a minimum, the following services:

1. Accept delivery of and present to Owner or customers offers and counteroffers to lease the Property;
2. Assist Owner or customers in developing, communicating, negotiating and presenting offers, counteroffers, and notices that relate to the offers and the counteroffers until a lease agreement is signed and all contingencies are satisfied or waived; and
3. Answer Owner or customer questions relating to the offers, counteroffers, notices and contingencies.

15. FRANCHISE DISCLOSURE. Although REALTOR® may be a member of a franchise, the franchisor is not responsible for the acts of REALTOR®.

16. TRANSACTION INFORMATION. Permission is hereby granted by Owner for REALTOR® to provide information of any transaction consummated pursuant hereto, including but not limited to rental rates, lease term and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member’s prospects, appraisers and other professional users of real estate data.

17. ANTI-TERRORISM. Each Owner represents and warrants that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) or with whom REALTOR® is prohibited to do business with under anti-terrorism laws.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature, or a scanned image, such as a pdf via e-mail is to be treated as an original signature and document. At the request of any party, the others will confirm facsimile or scanned image signatures by signing an original instrument. Owner and REALTOR® expressly acknowledge and agree that changes to this Contract may be made via the email addresses set forth below (*mark the e-mail address lines “N/A” or “Not Authorized” if not so authorized*).

19. SPECIAL AGREEMENTS.

Entry from Form

20. Effective Date. The “Effective Date” shall be the later date of:



1. final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Contract
2. **Start Date Selected in Form.**
3. The Agreed Termination of Representation Agreement indicated in Paragraph 2 of this Agreement

PROPERTY MANAGEMENT AGREEMENT ACCEPTED

By signing digitally below, Owner indicates that Owner has ACCEPTED this Contract and acknowledges receipt of one (1) copy digitally hereof. Owner also confirms receipt of the Missouri Real Estate Commission Broker Disclosure Form on or before signing this Contract, or upon REALTOR®'s obtaining any personal or financial information, whichever occurred first.

Signature Parties:

Listing REALTOR®'s Firm Name: AMOSO Realty LLC

Listing Brokerage License Number: 2013013594

Name: Joseph Ord

License Number: 2007033850

Email address: joe@amosoproperties.com

Title: Broker

Address: 226 North Main Street

Suite 1

Saint Charles, MO 63301

Phone: 636-757-3301

Fax: 314-529-3347

Property Owner Name: **Property Legal Ownership Entity**

Print Name: **Authorized Signer for Property Ownership**

Email Address: **Owner Email Address**

Owner's Address: **Owner Mailing Address**

Phone: **Owner Phone Number**

Fax: **Owner Fax if Provided**



Approved by legal counsel for AMOSO Realty LLC,. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made.

SELLER'S (OR LANDLORD'S) AGENT'S DUTIES AND OBLIGATIONS (§ 339.730, R.S.Mo.)

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:
 - To perform the terms of the written agreement made with the client;
 - To exercise reasonable skill and care for the client;
 - To promote the interests of the client with the utmost good faith, loyalty, and fidelity, including:
 - Seeking a price and terms which are acceptable to the client, except that the licensee shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract for sale or to seek additional offers to lease the Property while the Property is subject to a lease or letter of intent to lease;
 - Presenting all written offers to and from the client in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent to lease;
 - Disclosing to the client all adverse material facts actually known or that should have been known by the licensee; and
 - Advising the client to obtain expert advice as to material matters about which the licensee knows but the specifics of which are beyond the expertise of the licensee.
 - To account in a timely manner for all money and property received;
 - To comply with all requirements of sections 339.710 to 339.860, subsection 2 of section 339.100, and any rules and regulations promulgated pursuant to those sections; and
 - To comply with any applicable federal, state, and local laws, rules, regulations, and ordinances, including fair housing and civil rights statutes and regulations.
2. A licensee acting as a seller's or landlord's agent shall not disclose any confidential information about the client unless disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action shall arise against a licensee acting as a seller's or landlord's agent for making any required or permitted
3. A licensee acting as a seller's or landlord's agent owes no duty or obligation to a customer, except that a licensee shall disclose to any customer all adverse material facts actually known or that should have been known by the licensee. A seller's or landlord's agent owes no duty to conduct an independent inspection or discover any adverse material facts for the benefit of the customer and owes no duty to independently verify the accuracy or completeness of any statement made by the client or any independent
4. A seller's or landlord's agent may show alternative properties not owned by the client to prospective buyers or tenants and may list competing properties for sale or lease without breaching any duty or obligation to the
5. A seller or landlord may agree in writing with a seller's or landlord's agent that other designated brokers may be retained and compensated as subagents. Any designated broker acting as a subagent on the seller's or landlord's behalf shall be a limited agent with the obligations and responsibilities set forth in subsections 1 to 4 of this

DUAL AGENT'S DUTIES AND OBLIGATIONS (§ 339.750, R.S.Mo.)



A dual agent shall be a limited agent for both the seller and buyer or the landlord and tenant and shall have the following duties and obligations:

1. Except as provided below, a dual agent may disclose any information to one client that the licensee gains from the other client if the information is material to the transaction unless it is confidential information as defined in section 339.710(8), S.Mo.
2. The following information shall not be disclosed by a dual agent without the consent of the client to whom the information pertains:
 - That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the Property;
 - That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
 - What the motivating factors are for any client buying, selling, or leasing the Property;
 - That a client will agree to financing terms other than those offered; and
 - The terms of any prior offers or counter offers made by any
3. A dual agent shall not disclose to one client any confidential information about the other client unless the disclosure is required by statute, rule or regulation or failure to disclose the information would constitute a misrepresentation or unless disclosure is necessary to defend the affiliated licensee against an action of wrongful conduct in an administrative or judicial proceeding or before a professional committee. No cause of action for any person shall arise against a dual agent for making any required or permitted disclosure. A dual agent does not terminate the dual agency relationship by making any required or permitted
4. In a dual agency relationship there shall be no imputation of knowledge or information between the client and the dual agent or among persons within an entity engaged as a dual

TRANSACTION BROKER'S DUTIES AND OBLIGATIONS (§ 339.755, R.S.Mo.)

1. A real estate licensee may provide real estate service to any party in a prospective transaction without an agency or fiduciary relationship to one or more parties to the transaction. Such licensee shall be called a transaction
2. A transaction broker shall have the following duties and obligations:
 - To perform the terms of any written or oral agreement made with any party to the transaction;
 - To exercise reasonable skill, care and diligence as a transaction broker, including but not limited to:
 - Presenting all written offers and counteroffers in a timely manner regardless of whether the Property is subject to a contract for sale or lease or a letter of intent unless otherwise provided in the agreement entered with the party;
 - Informing the parties regarding the transaction and suggesting that such parties obtain expert advice as to material matters about which the transaction broker knows but the specifics of which are beyond the expertise of such broker;
 - Accounting in a timely manner for all money and property received;
 - To disclose to each party to the transaction any adverse material facts of which the licensee has actual notice or knowledge;
 - Assisting the parties in complying with the terms and conditions of any contract;
 - The parties to a transaction brokerage transaction shall not be liable for any acts of the transaction broker.
3. The following information shall not be disclosed by a transaction broker without the informed consent of the party or parties disclosing such information to the broker;
 - That a buyer or tenant is willing to pay more than the purchase price or lease rate offered for the



Property;

- That a seller or landlord is willing to accept less than the asking price or lease rate for the Property;
- What the motivating factors are for any party buying, selling or leasing the Property;
- That a seller or buyer will agree to financing terms other than those offered;
- Any confidential information about the other party, unless disclosure of such information is required by law, statute, rules or regulations or failure to disclose such information would constitute fraud or dishonest

4. A transaction broker has no duty to conduct an independent inspection or investigation for adverse material facts for the
5. A transaction broker has no duty to conduct an independent investigation of the buyer's financial
6. A transaction broker may do the following without breaching any obligation or responsibility:
 - Show alternative properties not owned by the seller or landlord to a prospective buyer or tenant;
 - List competing properties for sale or lease;
 - Show properties in which the buyer or tenant is interested to other prospective buyers or tenants;
 - Serve as a single agent, subagent or designated agent or broker, limited agent, disclosed dual agent for the same or for different parties in other real estate
7. In a transaction broker relationship each party and the transaction broker, including all persons within an entity engaged as the transaction broker if the transaction broker is an entity, are considered to possess only actual knowledge and information. There is no imputation of knowledge or information by operation of law between any party and the transaction broker or between any party and any person within an entity engaged as the transaction broker if the transaction broker is an
8. A transaction broker may cooperate with other brokers and such cooperation does not establish an agency or subagency
9. Nothing in this section prohibits a transaction broker from acting as a single limited agent, dual agent or subagent whether on behalf of a buyer or seller, as long as the requirements governing disclosure of such fact are
10. Nothing in this section alters or eliminates the responsibility of a broker as set forth in this section for the conduct and actions of a licensee operating under the broker's
11. A transaction broker shall:
 - Comply with all applicable requirements of sections 339.710 to 339.860, subsection 2 of section 339.010 and all rules and regulations promulgated pursuant to such sections; and
 - Comply with any applicable federal, state and local laws, rules, regulations and ordinances, including fair housing and civil rights statutes and

Joe Ord

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Signed By Joseph Ord
Signed On: March 25, 2018

