

AMERISOUTH MANAGEMENT, INC.

Dear Owner:

Thank you for contacting AmeriSouth Management, Inc. for property management services.

You have selected the most comprehensive and effective property management company serving the Metro Atlanta Area. Attached you will find all documents necessary for us to begin marketing and managing your home.

Enclosed you will find the following:

- Management Agreement
- Paint and Flood Disclosure
- IRS W-9 Form
- Additional Insured
- Property Information Form

Please review, complete and return the enclosed documents. If you have any questions, please contact us by phone: (678-245-4620) or email: info@goamerisouth.com

Next, we will arrange to pick up a set of keys and visit your property to make a note of all features and take digital interior and exterior pictures. Let us know if you are in a hurry and we will arrange to have your home on the market in less than 24 hours.

We appreciate your business and look forward to managing your home.

Best regards,

Mark Vonder Meulen
Qualifying Broker

AmeriSouth Management, Inc.
Exclusive Leasing, Management and Brokerage Agreement

20__

This Exclusive Leasing, Management and Brokerage Agreement ("Agreement") is made this _____ day of _____, 20__ between AmeriSouth Management, Inc. (hereinafter referred to as "Agent") and _____ (hereinafter referred to as "Owner");

Designation of Agent: Owner hereby appoints AmeriSouth Management, Inc. as sole and exclusive agent to lease and manage a certain property located at _____ City _____, Zip _____, County _____, (hereinafter "Property") upon the terms and conditions set forth below.

1. Exclusive Agent; Term. For a 12-month period from the date of this Agreement, Agent shall have the exclusive right to lease and manage the Property. Upon expiration of the initial term, this Agreement will automatically renew for a period of one (1) year and such renewals shall be ongoing upon the expiration of each term, unless Agreement is terminated upon thirty (30) days' written notice by either party as provided for below, such notice terminating the agreement effective on the last day of any calendar month. Once Property is leased, this Agreement is automatically extended until tenancy is terminated.

2. Obligations of Agent. Agent agrees to:

- a. Use due diligence in the management of the Property and to furnish services for the leasing and management of the Property.
- b. Qualify all prospective Tenants within established guidelines.
- c. Deposit all collections into Agent's Escrow Account at SunTrust Bank (acct# _____), which shall be separate from Agent's personal and corporate account and which account will be maintained in a federally insured banking institution, but Agent shall not incur any liability for loss of escrow funds due to bankruptcy or failure of the depository.
- d. Render monthly statements of receipts, charges and expenses to Owner. In the event the disbursement and charges are in excess of receipts, Owner agrees to pay such excess promptly. Nothing herein shall obligate Agent to advance funds on behalf of Owner.
- e. Issue a 1099 to Owner in accordance with IRS regulations on or before January 31 of each year. The 1099 will be issued in the name of _____.

3. Owner Covenants: Owner hereby gives Agent the authority to contract in the Owner's name and at the Owner's expense, and to:

- a. Advertise the Property for lease; to post signs on the Property; to place a lockbox on the property; to screen prospective Tenants and to place qualified Tenants into occupancy. Owner acknowledges prospective tenants may view vacant properties unaccompanied or accompanied by Agent, cooperating real estate agents or others as Agent deems appropriate. Agent may, at the Agent's expense, advertise the Property in whatsoever manner the Agent may feel appropriate. Agent shall provide no accounting to Owner for advertising as Agent intends to use many different sources and methods to promote said Property, some of which will be generic in nature. Owner hereby constitutes and appoints AmeriSouth Management, Inc. as his/her true and lawful Attorney-in Fact for him/her and in his/her name, place and stead to approve, deny, negotiate, make, execute, sign, seal, acknowledge and deliver in his/her name, to lease the Property herein above described which leases shall contain such provisions as the Agent shall deem proper and to do those acts permitted by this Agreement. The lease is between Owner/Lessor and Tenant with AmeriSouth Management, Inc. appointed Lessor's exclusive Agent.
- b. Collect rents and security deposits. Prepaid rent will be held in Agent's Escrow Account and disbursed monthly as it becomes due according to the rental agreement. Agent shall have sole discretion to execute move-in and move-out inspections on Owner's behalf, and to apply the Security Deposit, upon termination of the lease, as provided in the rental agreement and in accordance with Georgia statutes. Security deposit will be maintained in a national or state institution in an interest or non-interest bearing account, with any such interest paid to Agent to offset the costs of maintaining such account. If a tenant vacates the property with a balance due on their account in excess of their deposit, Agent will notify tenant of outstanding balance due.
- c. Upon leasing the Property, Agent shall also manage it for Owner and, in that regard, Agent shall deposit all income into a special account maintained by Agent called "AmeriSouth Management, Inc. Escrow Account." Within fifteen (15) days of said deposit, Agent shall make a remittance to Owner, after deducting the appropriate sums, along with a report to the Owner as to income and expenses related to the Property since the last report. Agent may withdraw from such bank account disbursements required to be made on behalf of the Owner under this Agreement or the lease, including, but not limited to, Agent's compensation and other expenses as set forth in this Agreement or the lease. Owner shall have the right throughout the term of the Agreement to inspect invoices and other data supporting receipts collected and disbursements made by Agent. Agent shall at all times retain such invoices and outstanding

supporting documents for Owner's use for three (3) years. All application fees, late fees, collection and administration fees, early lease termination fees, NSF check charges, forfeited reservation deposits and interest on escrow accounts shall be the Property of Agent.

d. Terminate a lease on Owner's behalf, due to defaults by Tenants and, if Agent deems it proper, to reinstate such leases.

e. Institute and prosecute legal actions and proceedings in Owner's name and behalf, to remove Tenants from Property, and for such purposes, Agent may employ attorneys and incur court costs and litigation costs at Owner's expense. Agent is also authorized to settle or compromise any such legal action or proceedings if Agent deems it proper to do so. Agent is also authorized to settle or compromise any past tenant balances due. Owner understands and agrees past due tenant balances may be turned over to a collection agency. In addition to amounts charged or retained by collection agency, Agent shall retain 10% of all funds collected as an administrative fee.

f. Make or cause to be made all ordinary repairs and replacements. Owner acknowledges that under Georgia law he/she is responsible for maintenance and repairs of the Property pursuant to O.C.G.A. Sections 44-7-2 and 44-7-13. Agent is authorized to make such repairs to the Property, as Agent reasonably believes to be necessary to protect Property from damage or maintain services to a Tenant for which services a lease provides. Agent is hereby authorized by Owner at the Owner's sole expense to maintain said Property and keep Property in suitable rental condition, purchase necessary supplies and replacement materials and fixtures that are necessary to maintain the utilities and the services to the Property including but not limited to electricity, gas, maintenance, refuse disposal, termite extermination and pest control, and other services which Agent shall consider advisable and necessary to properly maintain the Property and/or comply with any applicable laws, to make ordinary repairs to the Property provided that expenditures for any one item or repair shall not exceed the sum of **\$300.00** without prior approval of Owner. Agent has no obligation to contact Owner prior to authorizing monthly or recurring operating charges, contingencies of an approved application for lease, conditions deemed by Agent to be a safety or health risk and repairs necessary to protect the property from damage or to maintain services to the Tenant as provided in their lease agreement. There is no dollar limit for any required repair expense and owner will be responsible for reimbursement for 100 % of the cost to AmeriSouth Management, Inc. Agent is expressly authorized by Owner to employ, discharge, and supervise any and all contractors considered by Agent as necessary or desirable for the efficient maintenance or repairs of the Property, including contractors which may be affiliates, dba's or subsidiaries of Agent. Agent may act as a facilitator for owner in arranging repairs and may be paid a fee by vendors for its services. If an estimate for a required repair exceeds \$300.00, then Owner agrees to pay Agent the amount of the estimate in advance of the repair. Owner shall promptly reimburse Agent for the cost of all repairs, which Agent pays for or which Agent becomes obligated, but Owner understands that Agent is under no obligation to make expenditures in excess of the Owner's escrow account balance. **Multiple Bids; Most contractors do not offer "free estimates" on small repairs and some contractors will not provide free estimates at all. At Owner's request, Agent will obtain one estimate for repair work that Agent expects to cost in excess of \$700. If Owner requests additional bids from Agent, Owner agrees to pay Agent \$35.00 per estimate for coordinating additional estimates in addition to any contractor charges for providing estimates.**

g. Execute contracts for utilities and services for the operation, maintenance and safety of the property, as Agent shall deem advisable and/or necessary. If provided by utility provider, Agent shall place gas, electricity and other services in "Landlord Standby" in the name of the Owner with service billing to Agent during vacancies. Owner is required to place utilities in his/her name with service billing to Agent or Owner if Landlord Standby is unavailable. **POOLS AND SPAS MUST HAVE SERVICE CONTRACTS WHICH INCLUDE OPENING AND CLOSING OF THE POOL EACH SEASON.**

h. Hire and discharge other employees to perform services or improvements to the property. It is expressly understood and agreed that all employees, contractors or other persons engaged to perform services or improvements are and shall be in the employ of Owner and Agent shall in no way be liable to employees, contractors, subcontractors or other persons engaged to perform services or improvements to the Property for their wages, or compensation, nor shall Agent be liable for acts or omissions on the part of any employees, contractors, subcontractors, or other persons engaged to perform services to the Property.

4. **Commissions.** Upon approval of a Tenant applicant by Agent, Owner will pay Agent the following fees: I) **Procurement Fee** for renting the Property equal to 100 % of one month's rent. II) if Tenant renews or extends his/her lease for 12 months or less, Owner will pay Agent a **Renewal Fee** equal to 50 % of one month's rent at the rental-renewal rate. If a Tenant signs a lease for longer than twelve (12) months, Owner agrees to pay Agent a prorated renewal commission in the 13th month and each successive 12-month rental period; or, in the case of a "Month-to-Month" tenancy, a pro-rated renewal commission based on an amount equal 50 % of one month's rent, prorated and charged to Owner monthly. III) (a) **Monthly Management Fee** beginning the month the Property is first occupied and ending when this Agreement is terminated, the amount to be the larger of eighty (\$80) dollars or eight (8 %) percent of the monthly rental rate of the current lease. This fee is charged even during months when a procurement or renewal fee is charged. After the first Tenant vacates, and during subsequent vacancies the monthly management fee shall be sixty (\$60) dollars. (b) When a property is first taken into management, a monthly management fee of sixty (\$60) dollars will be charged if an Owner requests Agent

to pay Property bills on Owner's behalf. **Administrative Fee:** AmeriSouth Management, Inc. charges the tenant a \$200 administrative fee, which is deducted from the tenant deposit. This is not an owner expense.

5. Termination. If the Property is "not under a lease", Owner or Agent can terminate this Agreement "without cause" with five (05) days' written notice.

If the Property is "under a lease", Owner can terminate Agent "without cause" provided the following conditions are satisfied:

1) Owner shall first give Agent thirty (30) days written notice; 2) Owner shall pay to Agent, prior to termination, a sum equal to the commissions due for the remainder of the current Tenant's occupancy; 3) Owner shall indemnify Agent from any and all claims by Tenant pertaining to the security deposit, move-out inspection, and any and all other claims made by Tenant against Agent that pertain to post termination issues.

a. Owner may terminate this Agreement "for cause" if the Agent fails to pay any sum payable under this Agreement when due or fails to perform or comply with any of its obligations hereunder at the time or times in the manner required under this Agreement, provided, that Owner must first give Agent thirty (30) days written notice of any such default or breach and allow Agent an opportunity to cure. Should Agent fail to cure any such default or breach with due diligence within thirty (30) days from receipt of written notice, Owner may terminate this Agreement "for cause and without penalty."

b. This agreement shall automatically terminate upon the sale of the property or other transfer of title.

c. Agent may terminate this Agreement "for Cause" if Owner fails to perform or comply with any of its Agreements hereunder at the time or times in the manner required, including but not limited to failure to reimburse Agent for any sum payable under this Agreement; provided, that Agent must first give Owner fifteen (15) days written notice of such default or breach and allow Owner an opportunity to cure; should Owner fail to pay such sum or cure any default or breach with due diligence within fifteen (15) days of receipt of said written notice, Agent may terminate this Agreement "for cause."

d. Agent may terminate Owner "without cause" provided Agent gives Owner 30 days written notice and; transfers to Owner all original lease documents executed by the current Tenant and; transfers to Owner the Tenant's security deposit and; notifies Tenant in writing of Owners address and phone number.

e. The termination of this Agreement shall not prejudice the rights of either party against the other for any default or breach of this Agreement. The rights and remedies herein granted are cumulative and in addition to the rights and remedies provided by law; the exercise of either party of one or more rights or remedies shall not impair its right to exercise the other right or remedy.

6. Condition Of Property. Owner certifies all heating, cooling, plumbing, electrical systems and appliances are in working condition. Owner certifies that the roof does not leak and that water does not enter living or basement areas from rain or other subterranean sources. Owner certifies that the house is in good and habitable condition now and Owner shall, at all times, while this Agreement is in effect, be responsible for maintaining the Property in a good, safe and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner shall ensure that the house is clean, free of all pests, and the grounds are in good condition at the time Agent obtains a Tenant for Owner. Should Owner commit to make certain repairs or clean Property prior to occupancy by a Tenant and fails to do so, Agent is hereby authorized to do said repairs/cleaning at Owner's expense. Upon the execution of this Agreement, Owner shall provide Agent with two (2) sets of keys for this Property.

7. Minimum Account Balance. Once the Property is rented, Owner agrees to establish and maintain with Agent, in the Escrow Account, the sum of **\$300.00** per Owner property or an amount agreed to by the parties, as a reserve for Owner expenses and obligations. Said account shall be refunded to Owner within thirty (30) days of the termination of this Agreement provided all sums due under this Agreement have been paid.

b. **Vacancy Advances.** During vacancies, owner agrees to maintain with Agent, in the Escrow Account, the sum of \$400.00 at all times. Prior to acceptance of this agreement, owner shall deposit \$400.00 minimum with AmeriSouth Management, Inc. toward the payment of vacancy costs, to include, but not limited to yard or pool care, utilities, advertising, management fees and other anticipated or unexpected expenses.

8. Rehab, Renovations and Replacements. Agent agrees to manage regular maintenance problems, normal breakdowns and minor repairs as part of the management fees outlined in this Agreement. Managing rehabs, renovations, replacements, insurance claims, general contractor work and large jobs are not a part of this Agreement. Examples of such items may include, but are not limited to, new septic systems, new roofs, exterior and interior painting, new carpeting, and remodeling kitchens and bathrooms; generally, items over \$1,000.00. Should Owner choose to use Agent to perform such work, Owner agrees to pay Agent 10% of the contractor's price as a "Rehab Premium".

9. Owner Responsibility. Owner affirms he /she is the Owner of record or has the legal authority to execute this Agreement.

Owner must 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. Should Agent determine or be notified that a foreclosure action has been initiated against the subject property then Owner authorizes Broker to withhold all monthly disbursements to Owner. Owner will have 30 days to correct and make current the obligation, which initiated the foreclosure action. Should Owner fail to make current the obligation, and thereby stop the foreclosure action, Owner authorizes Agent to refund the security deposit to Tenant and to deduct from Owner's funds on hand with Agent all fees due to Agent including, but not limited to, all management fees due to Agent through the end of the lease term. Nothing in this paragraph shall limit Agent's other legal remedies to collect from Owner any unpaid fees due to Agent.

10. Sale of Property. Owner may list Property for sale thirty (30) days prior to Tenant vacating Property. If Owner sells or contracts to sell the Property to any Tenant or applicant prospect pursuant to this Agreement or such contract is entered into at any time in which such Tenant is occupying the Property or at any time within six (6) months following the vacating of the Property by such Tenant, then, Agent shall be the Owner's Exclusive Agent and upon consummation of the sale, Owner shall pay the Agent a commission of four (4%) percent of the gross sales price of the Property. The commission provided for in this paragraph shall be payable without respect to the nature or extent of service, if any, actually rendered by Agent in connection with the sale. Termination of this Agreement does not remove this commission obligation.

11. Disclosures: a. Owner has not relied upon any advice, representations or statements of Agent and waives and shall not assert any claims against Agent involving advice, representations or statements not specifically referenced in the Special Stipulations. Owner agrees that Agent shall not be responsible to advise Owner on any matter including, but not limited to, the following: insurance, any matter which could have been revealed through a survey, title search or inspection of the property, the condition of the property, any portion thereof, or any item therein; the necessity or cost of any repairs to the property, hazardous or toxic materials, the tax or legal consequences of any lease transaction; the appraised or future value of the property, any condition(s) existing off of the property which may affect the property, the creditworthiness of prospective Tenants, the uses and zoning of the property whether permitted or proposed, and any matter relating to crime and security in and around the property. Owner acknowledges that Agent is not an expert with respect to the above-described matters and that if any of these matters or any other matters are of concern to Owner, Owner shall seek independent expert advice relative thereto.

b. Agent's office brokerage relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Owner Agency), Buyers (Buyer Agency), and Sellers and Buyers in the same transaction with Dual Agency.

c. Agent will make disclosures to Tenants and Buyers about Owner's property in reliance on information Owner provides and based on Agent's actual knowledge, and Owner's obligation to disclose material adverse facts about the property are not changed by this agreement.

d. Agent agrees to keep all information confidential, which Owner asks to be kept confidential by express request or instruction, unless the Owner permits such disclosure by subsequent work or conduct or such disclosure is required by law. Agent may not knowingly give customers or Tenants false information. In the event of a conflict between Agent's duty not to give customers and Tenants false information and the duty to keep the confidences of Owner, the duty not to give customers and Tenants false information shall prevail. Unless specified below, Agent has no other known agency relationships with other parties, which would conflict with any interests of Owner.

e. Agent may provide assistance to prospective Tenants and buyers without violating any duties to Owner.

f. Agent may show alternative properties to Tenants and buyers and provide information to same.

g. Agent may attempt to interest a Tenant in the purchase of the Property or other Property, and Owner agrees to indemnify and hold Agent harmless against any and all claims, damages, losses, expenses or liabilities arising from Agent's dual agency role and expressly relieves Agent from any liability in that regard. Agent will not allow a Tenant to breach a lease for purpose of purchasing other Property.

12. Insurance: Owner understands that it is his/her responsibility to maintain adequate fire and extended insurance coverage on the Property. Owner shall, at all times while this Agreement is in effect, maintain liability insurance for at least three hundred thousand dollars (\$300,000) and will cause Agent to be named as an Additional Insured under such liability insurance. Owner shall provide Agent with proof of such insurance coverage within ten (10) days from the date of this Agreement. Should Owner fail to provide said proof of coverage Agent may acquire same at Owner's expense.

13. Indemnity. Owner shall save Agent harmless from all liabilities, claims and damage suits, including attorney fees, in connection with the management of the herein described property and from liability from injury suffered by any employee or other person whomsoever, and to carry, at his own expense, necessary public liability insurance adequate to protect the interests of the parties

hereto. Owner agrees to reimburse Agent for any loss or expenses incurred by Agent in defending or prosecuting any claim related to a Tenant, or former Tenant, of the property including the reimbursement of attorney's fees. The Agent also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything that it may do or refrain from doing hereinafter, except in the case of willful misconduct or gross negligence. Owner hereby covenants and agrees to indemnify, defend and hold and save Agent harmless from and against all liabilities, damages, claims, actions, causes of action, costs and expenses or failure to perform such duties and responsibilities, whether such duties and responsibilities will be express or implied, other than as a result of willful misconduct or gross negligence of Agent. Notwithstanding any other provisions to the contrary, Agent shall under no circumstances have any liability greater than the compensation actually paid to Agent hereunder including commissions. Owner acknowledges that Agent has made no inducements or representations other than those contained in this Agreement. Owner acknowledges and agrees that any oral or written statements by Agent or its representatives concerning the benefits or risks of owning or renting, or employing Agent to manage the Property or similar residential property, does not constitute inducements, warranties or representations. Owner covenants and agrees with Agent that Owner has not purchased, or will not purchase the Property in reliance upon any such statements. Agent hereby disclaims any guarantee, representation, warranty or covenant including but not limited to: (I) that income will be realized from the Property, (II) that income realized from the Property will exceed expenses attributable to the Property, or (III) that any amount due and payable to the Owner by any third party shall be paid when due.

Owner acknowledges and agrees that Agent is engaged in the business of renting and managing residential property. In the event Agent is attempting to rent the Property at the same time Agent is attempting to rent any other residential property, conflicts of interest may arise between the Owner and the owners of such other residential property. Agent agrees to use its best efforts to treat Owner and the owner of each other residential property managed by Agent in a substantially equitable manner to be determined by Agent in the circumstances. Nothing contained in this Agreement shall be construed to constitute a promise or guarantee by Agent to equalize the occupancy rates or the amount of income received from the rental of any particular residential property. Agent's services hereunder shall be limited to leasing, maintenance and management of the Property including regular maintenance but excluding replacement, restoration, major renovations and insurance claims. Nothing herein contained shall be construed or interpreted to mean that Agent is in any sense a general contractor, investment agent or advisor for Owner or a manager of any assets or affairs of Owner other than the Property. Agent's duties hereunder shall not extend to resolution or attempted resolution of disputes or the issues that arise in connection therewith, as Agent for Owner. Agent's duties hereunder shall not extend to resolution or attempted resolution of disputes or disagreements between holders of interests in the Property, either with respect to the Property or otherwise, but shall be limited to dealing with Tenants or occupants, and the issue that arise in connection therewith, as Agent for Owner. Agent may pay referral fees, or receive referral fees, from real estate agents and various vendors who assist Agent in meeting customers or assist in the managing or maintenance of such Property.

14. Prompt Reimbursement of Expenses; Interest: Attorney's Fees. Owner expressly agrees to reimburse Agent upon written request within fifteen (15) days after any expenditure on Owner's behalf as provided for in this Agreement. Monthly Owner's statements, which reflect a negative balance, shall constitute a written request for reimbursement. Said reimbursement shall be in an amount sufficient to pay the expenses of the Property and maintain the sums set forth in this Agreement. Should Owner fail to reimburse Agent for any expense within said fifteen (15) day period, Owner agrees to pay interest to Agent in the amount of eighteen (18%) percent per annum in accordance with Georgia law. Failure to pay may be further grounds for termination of this Agreement by Agent; however, if this Agreement is terminated for nonpayment, said termination shall not result in any forgiveness of any sums due pursuant to this Agreement. Should Agent have to engage an attorney to collect any sum due pursuant to this Agreement, Owner agrees to pay all actual attorney's fees in addition to all expenses incurred on said Property and interest therein.

15. Express Release as to Personal Property. Owner hereby acknowledges that he/she has removed any and all personal property that he/she so desires before the Property is put on the market for lease. In the event Owner has left any personal property behind, Owner hereby releases and discharges Agent, its employees, representatives and successors for and from any and all obligations to undertake any accounting for this personal property. Owner expressly acknowledges that any personal property left behind is done at his/her own risk. Owner shall indemnify, defend, hold and save Agent harmless for and from any and all liabilities, damages, claims, actions, causes of action, costs and expenses, including but not limited to, all actual attorney's claims against Agent relating to any personal property. Personal property shall include, but not be limited to, window covering, refrigerator, grills, lawn equipment, ceiling fans, and washer/dryer.

16. Notices. Except as otherwise provided herein, all notices, including demands, required or permitted hereunder shall be in writing and delivered either (1) in person, (2) by an overnight delivery service, prepaid, (3) by the U.S. Postal Service, postage prepaid, (4) by certified mail, return receipt requested. Notice shall be deemed to have been given as of the date and time it is actually received. All notices or other communications required to be given under this agreement, or otherwise necessary to be given, shall be deemed to

have been properly given to owner at the address shown below Owner's signature, and to Broker at: P O Box 681722, Marietta GA, 30068. Either party may change the address for receiving such notices by giving the other party ten (10) days prior written notice of any such change.

17. Miscellaneous:

a. Non-Discrimination. Owner understands that in leasing Property, both Agent and Owner must fully comply with all federal and state laws and regulations which prohibit discrimination on the basis of race, color, familial status, religion, national origin, sex, or handicap. Owner understands that he/she has no say so in the process of qualifying said Tenant and is relying on Agent to use good judgment and knowledge of the laws that govern this business in approving applicants and managing the Property.

b. Independent Contractor. It is understood that, in operating and managing the Property, Agent is an independent contractor and is not acting as agent, partner, joint venture, or lessee of Owner and nothing herein shall be construed as reserving to Owner the right to control Agent's business or operations or the manner in which the same shall be conducted.

c. Terminology. Singular pronouns in this Agreement shall be deemed to include the plural and vice versa, and all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.

d. Signatures / Faxes. Owner and Agent agree that this Agreement can be signed by duplicate originals. Faxed signatures are deemed originals. Owner agrees to provide Agent with proof of ownership of the Property and all parties on title agree to be bound by this Agreement if one Owner signs this Agreement.

e. Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the state of Georgia. If a court of competent jurisdiction determines that any provision of this agreement is invalid, the remaining provisions hereof shall continue in full force and effect.

f. Binding Agreement. This Agreement shall be binding upon all the Owners of said Property and shall inure to the benefit of all parties, as well as their respective heirs, successors and assigns. This Agreement may be assigned by Agent and shall be binding upon the successors and assigns of Agent; and the heirs, administrators, executors, successors and assigns of Owner.

g. Lead-Based Paint. Federal Law mandates home owners disclose to purchasers and tenants homes built prior to 1979 may contain Lead-Based Paint determined by the EPA to be hazardous to our health. Owner hereby states the subject property was built in (YEAR) _____.

If Owner has placed multiple properties with Agent, permission is granted to co-mingle funds among Owner's properties as long as separate accounting is maintained.

h. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no oral statements or representations shall be binding on either party. Any change in this Agreement shall be in writing signed by both parties.

Additional Services. Owner specifically authorizes the following maintenance or service at Owner's expense. Place mark or initial desired services.

Eviction Protection. Agent agrees to pay all filing fees, service fees and court costs in connection with the filing and prosecution of a dispossessory proceeding for non-payment of rent. This Protection applies to any Tenant placed in the property by Agent. It also applies to any Tenant not placed by Agent who has resided in the property under Agent's Management for more than 120 days. Any outstanding tenant balance recovered from the Tenant will first be applied to monies due Owner. After Owner receives complete compensation for lost rent and damages, any remaining monies recovered will be applied to attorney fees, legal fees and court costs paid by Agent. Agent's responsibility for payment of attorney fees, legal fees and court costs will end upon purchase of writ. Eviction Protection does not cover lost rent or damages. It does not cover any appeal by Tenant. Agent's liability is limited to \$1000 per occurrence. The charge for this guarantee is \$60.00 per unit managed assessed annually in January. A prorated charge will be assessed for properties with a beginning management date other than January 1.

Send my monthly statement(s) and net rental proceeds to me on the 5th of the month instead of the 15th. I authorize Agent to increase my owner escrow from \$300.00 to \$600.00. I understand this service is contingent upon payment of rent by Tenant on the 1st of the month. (\$12.00 per month)

Once per year or Twice per year. Written Property Survey and exterior photos indicating general housekeeping of Tenants, condition of interior and exterior of property and landscaping and recommendations for maintenance or other improvements. Owner acknowledges Agent is not a licensed inspector or general contractor. (\$50 per survey)

Coordinate lawn care to include mowing lawn, edging along driveway, sidewalks, curbs and concrete patios; blowing off all hard surfaces, remove normal trash and debris from turf areas.

() Arrange lawn service program of chemical treatment, fertilization and weed control on a regular basis.

() Arrange heating and air conditioning system serviced each spring and fall and change the filter as part of the service.

() Arrange to have the gutters cleaned out annually in the fall.

(X) Owner acknowledges and authorizes Agent to have installed one battery operated smoke alarm on each level of the property, including the basement level at a cost of \$35 per smoke detector.

18. Special Stipulations. The following special stipulations shall control in the event of conflict of the foregoing:

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20 _____.

Property Owner Signature

Address

Print Name

City State Zip

Social Security Number * (required) _____ -- _____

Co-Owner Signature

Home Phone

Office Phone

Print Name

Fax Phone

E-mail Address

Social Security Number * (required) _____ -- _____

AmeriSouth Management Inc.: by: _____

P O Box 681722

Mark Vonder Meulen, Qualifying Broker

Marietta GA 30068

Georgia Real Estate License Number 243675

MLS Office Code AMSM01

Brokerage Firm License Number H-46712

Phone: 678-245-4620 Fax: 678-298-9633

Property Address: _____

Lead Base Paint & Related Hazards (RE: Homes built before 1978)

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally-approved pamphlet on lead poisoning prevention.

Owner, If subject property was built after 1978
Initial here _____

Owner/Lessor's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards (initial one below)

OR [_____ initial Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the house
_____ initial Known lead-based paint and/or lead-based paint hazards are present in the house.
(explain) _____

(b) Records and reports available to the Owner/lessor (initial one below):

OR [_____ initial Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead based paint and/or lead-based paint hazards in the house.
_____ initial Owner/Lessor has provided Prudential Georgia Realty with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the house.
(explain) _____

Agent's Acknowledgment Agent has informed Owner/Lessor of the Owner/Lessor's obligations under 42 U.S.C.

Initial

Property Propensity to Flood

Georgia Landlord Tenant Law requires that Owner disclose to potential tenants material adverse physical conditions on the property, including the propensity to flood.

The Property has a propensity of flooding; that is, the Property, or some portion of the living space, basement or attachments thereto which will be covered by the rental agreement, has been damaged by seepage of water or flooding* during the five-year period immediately preceding the date of this Agreement. Owner hereby instructs Broker to give written notice of the fact of such flooding to all prospective tenants who may reside on the premises. (Flooding is defined as the inundation of a portion of the living space or basement covered by the lease that was caused by an increased water level in an established water source such as a river, stream, or drainage ditch, or as ponding of water at or near the point where heavy or excessive rain fell.)

The statement above **Does / Does not** apply to this property (*circle one*)
Does the basement get wet? **Yes / No or N/A** (No basement) (*circle one*)

Owner Signature Date

Owner Signature Date

Resident Signature Date

Residents Signature Date

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number								
or								

Employer identification number								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

AmeriSouth Management, Inc.
www.AmeriSouthManagement.com

Property Information

Address: _____
City: _____ GA, Zip: _____

Subdivision or Complex Name: _____
Year Built _____

Please fill in and circle requested information

Utility Companies

Electricity _____	Paid by: Tenant/Owner/included in HOA fee	
Gas _____	Paid by: Tenant/Owner/included in HOA fee	
Water _____	Paid by: Tenant/Owner/included in HOA fee	Public or Well
Sewer _____	Paid by: Tenant/Owner/included in HOA fee	Public or Septic
Trash _____	Paid by: Tenant/Owner/included in HOA fee	
Cable _____	Paid by: Tenant/Owner/included in HOA fee	

Alarm Yes or No If yes, code: _____ Alarm Company: _____
Phone number: _____

Neighborhood Amenities

Swimming Pool Yes No Paid by: Tenant/Owner/included in HOA fee
Tennis court Yes No Paid by: Tenant/Owner/included in HOA fee

Appliances provided by Owner

Refrigerator Yes No
Washing machine Yes No
Dryer Yes No

Home Warranty Yes No

Name of Company _____
Telephone number _____
Account number _____
(Attach copy of home warranty contract)

HVAC
Central heat Yes No gas or electric
Central air Yes No
Location of main water shut off _____

Currently scheduled services

Pest control Yes No	Company _____	telephone _____
Termite bond Yes No	Company _____	telephone _____
Yard service Yes No	Company _____	telephone _____
Other: _____	Company _____	telephone _____

Will you allow pets? Yes No Negotiable *(The majority of tenants have pets. We recommend negotiable. You will be contacted prior to approval)*

Sale of Property

Often, people inquire whether an owner is interested in selling the property

Please circle as applicable: I do not want to sell my home
I would consider a sale/ lease purchase/ lease option/ all

Townhomes and Condo

No. parking spaces 1 2 3 4 If assigned parking, space numbers _____
Mail box no. _____ Gate or other access codes _____
HOA contact person name and phone number _____
(If your unit utilizes keys which cannot be duplicated, please provide three copies of all keys. Tenants will receive two copies and AmeriSouth Management, Inc. will retain one copy.)
