

## 1. INTRODUCTION

BY SIGNING UP FOR EMBER REALTY'S SERVICES, YOU ("**OWNER**") ARE ENTERING INTO A BINDING PROPERTY MANAGEMENT AGREEMENT ("PMA") WITH EMBER REALTY GROUP LLC ("**EMBER REALTY**"). THE PMA CONSISTS OF THE TERMS OUTLINED BELOW, THE SERVICE ORDER FORM, AND ANY ADDITIONAL ADDENDA, ATTACHMENTS, OR EXHIBITS REFERENCED HEREIN. FOR CLARITY, "AGREEMENT" COLLECTIVELY REFERS TO THE PMA, THE SERVICE ORDER FORM, AND ALL ASSOCIATED DOCUMENTS THAT GOVERN THE SERVICES PROVIDED BY EMBER REALTY. YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT IS DEMONSTRATED BY ANY OF THE FOLLOWING ACTIONS: (1) ELECTRONICALLY ACCEPTING THE TERMS AND CONDITIONS DURING THE SIGNUP OR ONBOARDING PROCESS, (2) SUBMITTING A SIGNED SERVICE ORDER FORM OR OTHER WRITTEN CONFIRMATION, (3) UTILIZING ANY SERVICES PROVIDED BY EMBER REALTY UNDER THIS AGREEMENT, OR (4) EXECUTING ANY RELATED AGREEMENTS, ADDENDA, OR AMENDMENTS. BY TAKING ANY OF THESE ACTIONS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE PMA AND ALL TERMS INCORPORATED BY REFERENCE WITHIN THIS AGREEMENT.

## 2. ENTIRETY OF AGREEMENT

Ember Realty's Property Management Agreement ("PMA"), the Service Order Form, any applicable Service-Specific Terms, operating rules, policies, price schedules, and other supplemental documents entered between you and Ember Realty or expressly incorporated by reference herein (collectively referred to as the "Agreement"), constitute the entire agreement between Ember Realty and the Owner regarding the services provided by Ember Realty. This Agreement supersedes all prior agreements, discussions, and writings between the parties related to its subject matter. For purposes of this Agreement, "the Parties" collectively refer to the Owner and Ember Realty. The terms "you" and "your" refer to all Owners, including any successors or assigns listed or not listed in the Service Order Form. The terms "we," "us," and "our" refer to Ember Realty, including its employees, representatives, contractors, subsidiaries, affiliates, agents, predecessors in interest, successors, attorneys, and any other service providers involved in furnishing services under this Agreement.

## 3. MODIFICATION OF TERMS

Ember Realty may revise the terms of this Agreement, including fees, service terms, policies, or addenda incorporated by reference, at any time by providing written notice to the Owner, which notice may be delivered directly or posted on Ember Realty's website. Upon notice, the revised terms shall become effective as stated therein. Because this Agreement is month-to-month, the Owner shall have thirty (30) days from the date of notice to review the changes and either accept them or terminate this Agreement in accordance with Section 6 (Termination of Service), without penalty beyond amounts already accrued. The Owner's continued use of Ember Realty's services after the expiration of the thirty (30)-day response period constitutes acceptance of the revised terms. No revision shall alter the fundamental nature of the property management services provided under this Agreement.

## 4. OWNER REPRESENTATIONS

The Owner represents and warrants that they are at least eighteen (18) years of age or, as applicable, the age of majority in the jurisdiction where they reside and possess the legal authority to enter into this Agreement. If entering into this Agreement on behalf of a company or another entity, the Owner affirms that they are authorized to act on behalf of that company or entity. The Owner also states that all information provided to Ember Realty, including their name, contact details, and registered location, is accurate and current. Unless otherwise specified in writing, the Owner represents that they are unaware of any recorded Notice of Default affecting the Property, delinquent amounts owed under loans or obligations secured by the Property, bankruptcy or insolvency proceedings involving the Property, litigation, or administrative actions that could affect the Property, or any pending or proposed special assessments. The Owner agrees to promptly notify Ember Realty if any such issues arise during the term of this Agreement. The Owner further states that no written or oral agreements affect the Property other than disclosed tenant leases, copies of which have been provided to Ember Realty. The Owner affirms that there are no recorded easements, restrictions, reservations, or rights of way that would adversely affect the intended use of the Property under this Agreement. The Property is appropriately zoned for its intended use, and all required permits for its operation have been obtained and remain current. The Owner warrants that the construction and operation of the Property comply with all applicable laws, statutes, ordinances, and regulations.

Additionally, the Owner confirms that all loans, mortgages, dues, or trust deeds associated with the Property are fully paid and current, with no defaults.

## **5. EXCLUSIVE AGENCY**

**5.1. Appointment.** The Owner appoints Ember Realty as the exclusive manager of the Property and grants Ember Realty full authority to rent, lease, operate, and manage the Property under the terms below.

**5.2. Property and Parties.** The Service Order Form identifies the Owner, Ember Realty, and the specific Property or Properties ("Property") covered by this Agreement.

**5.3. Additional Properties.** The Owner may add additional Properties by written agreement, including via email. Once added, Properties may only be removed through a separate written agreement.

## **6. TERM OF SERVICE**

**6.1. Service Term.** This Agreement shall be for a term of one month commencing on the date specified as the Commencement Date in the Service Order Form.

**6.2. Automatic Renewal.** The Agreement will automatically renew monthly unless either Party provides written notice of termination as specified in the termination provisions. The renewal will be subject to the same terms and conditions unless both Parties agree to written amendments before the renewal takes effect.

**6.3. Termination by Owner.** The Owner may terminate this Agreement at any time by providing Ember Realty with at least thirty (30) days' written notice. Termination will only become effective after the Owner has paid all outstanding fees, expenses, and obligations owed to Ember Realty, including management fees, vendor payments, marketing costs, advances, and interest.

**6.4. Termination by Ember Realty.** Ember Realty may terminate this Agreement by giving the Owner at least thirty (30) days written notice. Ember Realty also reserves the right to terminate the Agreement immediately in the event of the Owner's breach of contract. Grounds for immediate termination include the Owner's failure to comply with payment obligations or refusal to authorize necessary repairs required to fulfill tenant lease terms, comply with legal codes, ensure the safety and habitability of the Property, address issues on a vacant property, or prepare the Property for sale. Additionally, termination will be immediate if the Owner fails to comply with applicable laws or if Ember Realty is prevented from complying with them.

**6.5. Transfer of Obligations Upon Termination.** Upon termination, all management responsibilities for the Property will immediately be transferred to the Owner or their designated representative. Ember Realty will provide the Owner with all relevant property records, including tenant leases, maintenance records, financial statements, and security deposit details, within thirty (30) business days of termination. The Owner agrees to assume responsibility for all ongoing or unresolved matters, including tenant communications, maintenance requests, security deposit disputes, and legal actions. Ember Realty will not conduct tenant move-out inspections, coordinate repairs, or handle pending issues after the Agreement's termination.

**6.6. Final Disbursement of Funds.** Ember Realty will disburse any remaining funds held in its trust accounts to the Owner within thirty (30) days of termination after deducting outstanding fees or expenses due under this Agreement. If the Owner requests the transfer of files and documents to a succeeding management company, Ember Realty will charge a transfer fee of \$45.

**6.7. Early Termination Fee.** If the Owner terminates this Agreement before Ember Realty procures a tenant for the Property, the Owner will be responsible for reimbursing Ember Realty for all marketing, maintenance, and administrative expenses incurred up to the termination date.

**6.8. Survival of Terms.** The provisions of this Agreement intended to survive termination—including but not limited to indemnity, payment obligations, confidentiality clauses, and representations and warranties of the Parties—will remain

enforceable and in full effect after termination. Any provisions requiring the Owner to maintain insurance, to defend, to reimburse, or to indemnify Ember Realty will also survive termination. If Ember Realty becomes involved in any proceeding or litigation due to its role as the Owner's agent, these provisions shall apply as though this Agreement were still in effect.

## **7. SCOPE OF SERVICES**

**7.1. Management.** The Owner grants Ember Realty the authority to take any action reasonably required, proper, or necessary to fulfill the powers, responsibilities, and obligations outlined in this Agreement. Ember Realty is authorized to act on behalf of the Owner with the same authority the Owner would have if personally present.

**7.2. Marketing The Property.** Ember Realty will manage all marketing efforts to attract qualified tenants to the Property. This includes advertising the Property on various platforms, including online rental websites, social media, Ember Realty's website, and other digital and print media. Professional photographs, detailed property descriptions, and marketing materials will be prepared to highlight the Property's features and appeal. When applicable, "For Rent" signage will be installed to further promote the Property.

**7.3. Renting and Leasing.** Ember Realty is authorized to initiate, sign, renew, modify, or terminate rental agreements or leases for the Property or any portion thereof. Ember Realty will conduct tenant screenings, negotiate lease terms, and execute leases on behalf of the Owner. Rent, fees, charges, and security deposits will be collected, and receipts will be provided for all payments. Unless the Owner provides express written instructions to the contrary, all rental agreements will reflect market rent to maintain competitiveness and maximize income potential.

**7.4. Tenancy Termination.** Ember Realty is authorized to prepare, sign, and serve notices relating to tenancy enforcement on the Owner's behalf and to coordinate eviction proceedings as permitted by law. All evictions requiring court filings shall be prosecuted through a licensed Florida attorney, and Ember Realty shall not engage in the unauthorized practice of law. The Owner remains responsible for all court costs, attorney fees, and legal expenses associated with eviction or other legal proceedings.

**7.5. Repairs and Maintenance.** Ember Realty is authorized to arrange all necessary repairs, maintenance, cleaning, lawn care, and replacements to keep the Property in a habitable condition and maintain operational efficiency. This includes modifications to comply with lease terms, legal regulations, HOA rules, or insurance requirements. Ember Realty will notify the Owner of any expenditures exceeding \$500 for a single item, except in cases of (a) previously approved recurring charges, (b) emergency repairs necessary to preserve the Property or ensure tenant safety, or (c) repairs required to prevent service interruptions or comply with legal requirements.

**7.6. Contracts and Services.** At the Owner's expense, Ember Realty is authorized to contract, hire, supervise, and discharge firms or individuals, including utility providers, necessary for the operation and maintenance of the Property. These duties may be performed through attorneys, employees, affiliated organizations, or independent contractors. Ember Realty is not liable for the actions, omissions, or negligence of independent contractors or third-party firms hired on behalf of the Owner, except those directly employed by Ember Realty. Upon termination of this Agreement, the Owner agrees to assume responsibility for all contractual obligations entered into by Ember Realty on the Owner's behalf during the term of this Agreement.

**7.7. Security Deposits.** Ember Realty is authorized to receive tenants' security deposits and deposit them into a trust account in compliance with Florida Statute § 83.49. If deposits are held in Ember Realty's trust account, the Owner agrees to cover any interest due on the deposits as required by local law. If the Owner holds the deposits directly, they assume full responsibility for returning the security deposit and any required interest to the tenant at the end of the lease term.

**7.8. Owner Statements.** Ember Realty will provide the Owner access to an online portal where the Property's financial statements can be viewed anytime. The portal will include detailed records of receipts, expenses, and charges, allowing the Owner to track financial activity related to the Property.

**7.9. Additional Services.** Unless otherwise stated, this Agreement does not include Ember Realty's service of preparing the Premises for sale or refinance, modernization, fire or significant damage restoration, rehabilitation, financial

accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending any Association or Condominium meetings, and any other obligation not listed as a Service. If the Owner requests Ember Realty to perform services not included in this Agreement, a minimum fee of \$75 per hour will be charged.

## **8. FEES, RESERVES, AND DISBURSEMENTS**

**8.1. Compensation To Ember Realty.** The Owner agrees to pay Ember Realty the fees described in this Agreement and itemized in the Service Order Form. Management fees include: (a) Monthly Fee for ongoing property management services; (b) a one-time Tenant Placement Fee charged when a new tenant is secured; (c) a Lease Renewal Fee charged for processing lease extensions; and (d) an On-boarding Fee, assessed when property management services begin, for any property that is already occupied by a tenant, in the amount of \$199. All fees are separate and are assessed as outlined in the Service Order Form.

**8.2. Extraordinary postage/telephone/fax.** Regular postage and business calls for notifications and statements are not extraordinary. Ember Realty considers overseas postage/telephone, and faxes are extraordinary.

**8.3. Fee Distribution.** Ember Realty may divide or distribute compensation, fees, and any additional charges due under this Agreement or the Lease in any manner acceptable to Ember Realty.

**8.4. Tenant Fees.** Ember Realty may receive and keep fees from tenants for (a) requesting an assignment of the lease or sublease of the Property, (b) processing credit applications, (c) any returned checks and late payments, and (d) any other services that are not in conflict with this Agreement.

**8.5. Affiliations.** Ember Realty may perform any of its duties and obtain necessary products and services through affiliated companies or organizations in which it may own an interest. Ember Realty may receive fees, commissions, and profits from these affiliated companies or organizations.

**8.6. Payment of Late Fees.** The Owner is responsible for paying any late charges, penalties, or interest imposed by lenders or other parties due to a failure to make payments when required, provided the delay is due to insufficient funds in Ember Realty's trust account

**8.7. Trust Funds.** All receipts collected by Ember Realty for the Owner, minus any appropriate deductions or disbursements, will be deposited into a trust account at a financial institution insured by a U.S. government agency. This trust account will be separate from Ember Realty's operational accounts. Ember Realty is not liable for any losses resulting from the failure or bankruptcy of the financial institution.

**8.8. Property Reserves.** By default, Ember Realty will retain a \$500 Property Reserve from the Owner's funds to cover property-related expenses. Under this option, net rental proceeds will be disbursed to the Owner on or before the 10th of each month. If the Owner elects not to maintain a Property Reserve, Ember Realty will retain all monthly rent proceeds until the 20th of each month to ensure funds are available for property expenses. After expenses and management fees are deducted, the remaining balance will be disbursed to the Owner.

**8.9. Cleaning Reserves.** The Owner authorizes Ember Realty to collect a non-refundable move-in cleaning fee from each tenant. Ember Realty shall deposit the cleaning fee into the Property Management Operating Trust Account and designate it as part of the Owner's reserve funds. These funds shall remain in Owner's reserve until tenant move-out, at which time the fee will be applied toward the cost of professional cleaning services. Any remaining balance after cleaning shall remain in the Owner's reserve. Cleaning fees shall not be deposited into the security deposit escrow account.

**8.10. Disbursements.** Ember Realty will disburse the Owner's funds held in its trust account in the following order: (a) Compensation due to Ember Realty under this Agreement and the Service Order Form, (b) All other operating expenses, costs, and disbursements payable from the Owner's funds, (c) Reserves and security deposits held by Ember Realty, (d) Any remaining balance will be disbursed to the Owner.

## **9. TENANT SCREENING AND FAIR HOUSING**

**9.1. Fair Housing Compliance.** Ember Realty is committed to complying with all federal, state, and local Fair Housing laws and regulations, prohibiting discrimination based on race, color, national origin, religion, sex, familial status, disability, or any other protected characteristic. We ensure that our tenant screening process aligns with these laws, promoting equal opportunity for all applicants.

**9.2. Screening Limitations.** Our comprehensive tenant screening process includes evaluating applicants based on their credit history, rental history, and employment verification to ensure they can afford the rent and are qualified to lease the property. This process provides a snapshot of the tenant's current financial situation and overall rental viability at the time of application. However, it is essential to note that this screening process only reflects the tenant's financial status at the time of evaluation and does not serve as an ongoing assessment of their financial health throughout the tenancy. Ember Realty will evaluate the current tenant's eligibility based on their rental history with us for lease renewals. We do not continuously monitor tenants' financial status during their lease term nor guarantee the tenant's ability to meet their financial obligations beyond the initial screening.

## **10. SERVICE AND SUPPORT ANIMALS**

**10.1. Support Animals.** Ember Realty complies with all applicable federal, state, and local Fair Housing laws regarding service animals and emotional support animals ("ESAs") and shall process accommodation requests in accordance with guidance issued by the U.S. Department of Housing and Urban Development (HUD). Ember Realty may utilize a third-party service to assist with the administrative review of documentation submitted by tenants; however, all determinations shall be made in compliance with applicable law, and no tenant shall be required to provide certifications or documentation beyond what is legally permitted. No additional rent, deposits, or fees shall be charged for approved service animals or ESAs, and tenants shall remain responsible for any damage caused by such animals in accordance with law.

**10.2. Qualifying Animals.** If the tenant and the support animal or ESA meet HUD's qualifications and are verified by the third-party vendor, the Owner agrees that no additional fees, deposits, or insurance requirements shall be imposed on the tenant concerning the animal.

**10.3. Re-verification.** Ember Realty reserves the right to request updated documentation and re-verification of any service animal or ESA on a reasonable basis to ensure continued compliance with legal requirements. This may be requested at lease renewal or in the event of material changes to the tenant's circumstances or animal-related policies, as dictated by HUD or other regulatory bodies.

**10.4. Tenant Default.** The tenant is responsible for ensuring that their service animal or ESA complies with all local laws, including but not limited to leash laws, vaccination requirements, and any behavior-related expectations. The tenant will also be held liable for any damage caused by the service animal or ESA to the property or common areas in accordance with applicable laws.

**10.5. Owner's Authorization.** For Owners who choose to allow pets not classified as support animals to occupy the property, Ember Realty will charge additional pet rent and a higher security deposit to account for the increased wear and tear on the property.

**10.6. Additional Protections.** For Owners seeking additional protection, the Ultimate plan (Landlord Protection Plus) covers up to \$ 1,000 for service or companion animal damage.

## **11. PROPERTY ACCESS AND SHOWINGS**

**11.1 Property Showings.** The Owner agrees to cooperate with Ember Realty in facilitating property showings, inspections, and appraisals as needed. This includes ensuring the Property is accessible and in presentable condition for prospective tenants or buyers.

**11.2. Lock boxes and Access Devices.** The Owner authorizes Ember Realty to install and use a digital lock or smart lock box on the Property to allow access to vendors, tenants, or real estate agents.

**11.3. Self-Showings and Tours.** Ember Realty utilizes a secure self-showing service to facilitate rental tours, allowing prospective tenants to tour properties independently without in-person interaction. This service offers numerous benefits, including reducing travel and administrative tasks for property managers, lowering owners' costs, providing convenience for tenants, and issuing secure, one-time-use codes for showings. This self-showing service prescreens all tenants to ensure safety and security, requiring them to meet minimum qualifications and upload verified government-issued IDs. Tenant information, including email, phone number, and IP address, is checked against fraud-detection tools, and device location is verified before granting lockbox access. One-time use codes are only valid for two hours on the day of the showing. Additionally, this service has safeguards to detect and address fraudulent activity, notifying Ember Realty and Owners if a rental becomes a target for scammers

## **12. TENANT BENEFIT PACKAGES AND PROGRAMS**

**12.1. Security Deposit Alternatives (SDA).** Ember Realty may offer qualified tenants the option to participate in a Security Deposit Alternative ("SDA") program in lieu of paying a traditional cash security deposit. The Owner acknowledges that an SDA is not a security deposit under Florida Statute §83.49, is not held in escrow, and is not refundable, and that any tenant payments under an SDA are governed solely by the terms of the SDA program provider. Tenant participation is voluntary, and tenants who do not qualify for or elect not to participate in the SDA program shall be required to provide a standard security deposit in compliance with Florida law. The Owner authorizes Ember Realty to administer the SDA program and assist with submitting post-tenancy claims, if applicable; however, Ember Realty makes no representation or guarantee regarding claim approval, payment, or coverage limits. If the Owner terminates this Agreement or elects to discontinue participation in the SDA program, the Owner assumes full responsibility for ensuring a lawful transition, required disclosures, and compliance with all applicable landlord-tenant laws, and Ember Realty shall have no liability arising from such transition.

**12.2. Resident Benefit Package (RBP).** Ember Realty provides all tenants with a comprehensive Resident Benefit Package (RBP) as part of its property management services. The RBP enhances tenant satisfaction and convenience while promoting property care. The package includes various benefits such as HVAC filter delivery, credit reporting, identity protection, resident rewards, utility concierge services, home buying assistance, online portal access, 24-hour maintenance coordination, and vetted vendor services. The RBP is a mandatory program for tenants and carries a monthly fee, which tenants must pay in addition to their rent. Owners acknowledge and agree that tenants' participation in the RBP is a condition of tenancy, and no discounts or exemptions will be provided for elements of the RBP that may be unavailable due to property-specific limitations or service availability. Ember Realty reserves the right to modify the terms or features of the RBP as necessary to improve service quality or address operational needs, with any changes communicated in advance to tenants and owners. The Owner authorizes Ember Realty to administer and manage the RBP, including fee collection and addressing tenant inquiries related to the program.

## **13. PROPERTY MAINTENANCE AND REPAIRS**

**13.1. Property Condition.** The Owner is responsible for maintaining the Property in a condition suitable for occupancy, complying with all health and safety standards as required by local, state, and federal laws. The Owner agrees to promptly address any repairs, safety concerns, or maintenance issues that may affect the Property's habitability and inform Ember Realty of any deferred maintenance concerns that could affect future occupancy or value.

**13.2. Repair Notices.** The Owner must respond to maintenance requests over \$500 within three (3) business days. If the Owner fails to respond within this timeframe, Ember Realty is authorized to proceed with repairs or maintenance at the Owner's expense, using its best judgment, as long as the cost of the repairs does not exceed the monthly rent.

**13.3. Maintenance Coordination and Fees.** Ember Realty will coordinate all maintenance, repair, and renovation services for the Property using affiliated companies and independent contractors, which includes obtaining multiple bids from qualified contractors for projects exceeding \$1,000, coordinating scheduling with tenants and contractors to minimize disruption, facilitating required permits with all permit fees paid by the Owner, conducting site visits for projects exceeding \$2,500 to verify scope, quality, and progress, and deploying Ember Realty's in-house maintenance team, when appropriate, to assess, perform, or oversee repair needs. The Owner agrees to pay a 10% coordination fee for projects costing \$2,500 or less, except for Owners enrolled in the Ultimate Plan, who are exempt from this fee and are responsible only for direct material and labor costs; for projects exceeding \$2,500, a flat coordination fee of \$249 applies to all

Owners, including those on the Ultimate Plan. If the Property is vacant, the Owner must pay all required coordination fees and any estimated repair or maintenance costs upfront before any work is scheduled, and no maintenance or repair services will be performed on a vacant Property until all required fees and funds have been paid in full.

**13.4. Property Inspections.** As part of our commitment to preserving the value of your investment, Ember Realty will conduct bi-annual property inspections every six (6) months for \$85 per inspection. These inspections ensure the property is in good condition, that tenants adhere to lease agreements, and that potential issues are addressed before they escalate into costly repairs. Additionally, we recommend scheduling annual HVAC inspections for \$139. These inspections only cover check-ups and do not include parts or labor for required repairs. Upon termination of this Agreement, the Owner or the Owner's designated representatives will assume full responsibility for conducting all tenant move-out inspections and handling any related repairs or maintenance. Ember Realty will not be obliged to perform or assist with move-out inspections after termination. The Owner agrees to manage tenant communications, security deposit assessments, and any repair work needed due to tenant damage post-termination. Any move-out inspections not completed by Ember Realty before the termination of the Agreement will be the sole responsibility of the Owner or their new property manager or representative. Ember Realty will not be liable for any claims or disputes arising from tenant move-outs or the Property's condition after the Agreement's termination.

**13.5. Fire Prevention.** The Owner is responsible for ensuring that smoke detectors are installed and in working condition on the Property in compliance with applicable laws before a tenant moves in. Once the tenant occupies the Property, they are responsible for maintaining the smoke detectors, including testing and replacing batteries to ensure ongoing safety. For fire extinguishers, Owners of single-family homes are encouraged to purchase and provide fire extinguishers on the Property in accordance with safety regulations, and Owners of apartments, condos, and townhomes are required to do so. If the Owner fails to provide fire extinguishers as needed, Ember Realty may supply them at the Owner's expense to ensure compliance with safety standards and tenant protection.

**13.6. Owner Managing Maintenance.** As the Owner, you can independently oversee and manage property maintenance, repairs, or renovations. Should you choose this option, the following conditions will apply: (a) By opting to handle maintenance on your own, you assume full responsibility for all aspects of the project, including scheduling contractors, ensuring compliance with local codes and regulations, and addressing any unforeseen issues that may arise during the process. You will also be responsible for obtaining any necessary permits and ensuring all work is completed to a professional standard. (b) Ember Realty will not maintain records, receipts, or financial reports related to these activities. As a result, you will be responsible for maintaining thorough documentation of all work performed, including contracts, invoices, permits, and receipts. Failure to document the work may result in complications in addressing future tenant complaints or damage claims. (c) We strongly recommend using licensed and insured contractors to protect against liability and ensure the work is done to code. Ember Realty is not liable for any repairs, renovations, or maintenance completed independently by the owner or contractors hired by the owner. If the quality of the work does not meet the necessary standards, you may be required to address tenant complaints or make further repairs at your own cost. (d) If the maintenance or repairs are required to make the property rent-ready, you must ensure all work is completed promptly and to the required standard before the property can be listed or re-leased. Delays in completing necessary repairs or submitting required documentation may delay the leasing process. Ember Realty will not be responsible for any loss of rental income resulting from such delays. (e) You will also be responsible for coordinating directly with tenants regarding access to the property, scheduling repairs, and resolving any complaints that may arise during or after the project. Failure to maintain clear communication with tenants can lead to dissatisfaction and potential legal disputes, which will solely be the owner's responsibility. At any point during the process, if you prefer that Ember Realty step in and manage the project, you may submit a written request for us to take over. In such cases, the standard fees will apply as outlined in the original Maintenance terms of this agreement, and any work already completed will be subject to a site assessment to ensure compliance with property standards before we proceed.

## **14. TENANT TURNSOVERS AND RENT-READY CONDITION**

**14.1. Rent-Ready Preparation (Make Ready).** Before a new tenant moves in, the Owner is responsible for ensuring the Property is fully prepared and in rent-ready condition. This includes but is not limited to addressing any necessary repairs, ensuring all appliances are in working order, verifying that essential services such as utilities are operational, and completing any cosmetic touch-ups (e.g., paint, carpet cleaning) that may be needed to make the Property presentable. If the Owner does not arrange these preparations promptly, Ember Realty may coordinate the necessary services and the

associated costs will be charged to the Owner. Ensuring the Property is rent-ready helps attract quality tenants, avoid delays in occupancy, and minimize potential disputes regarding the Property's condition at the start of the lease.

**14.2. Property Cleaning.** The Property must be cleaned before a new tenant moves in to ensure a high standard of cleanliness and maintain the Property's condition. If the Owner does not arrange this cleaning, Ember Realty will contract professional cleaning services, and the cost will be charged to the Owner. This ensures the Property is in a suitable state for the new tenant and helps prevent disputes regarding the Property's condition at the start of the lease.

**14.3. Vacancies.** While the property is vacant and not occupied by tenants, the owner is responsible for maintaining the property. This includes ensuring that essential services such as lawn care, pool maintenance, and utilities are provided at the owner's sole expense. Additionally, the owner must reactivate power and water services during any vacancy period to keep the property functional and support any necessary maintenance work. Should the owner request that Ember Realty handle any of these services, the costs will be deducted up to the available amount from the property reserve account. No funds for these services will be advanced or forwarded from Ember Realty's accounts. If the costs exceed the reserve amount, the owner must replenish the reserve before providing additional services.

**14.4. Move-out Repairs.** Upon a tenant vacating the property, the owner is responsible for any necessary repairs to ensure the home is rent-ready. Ember Realty may withhold the last month's rent to cover the cost of making the property rent-ready. Additionally, the owner will be reimbursed from the tenant's security deposit for any damage caused by the tenant beyond normal wear and tear, in accordance with Florida Statute § 83.49. Tenant security deposits will only be disbursed according to Florida Statute § 83.49, ensuring proper handling and compliance.

**14.5. Re-Keying.** For the safety and security of both the Property and future tenants, all exterior locks must be replaced or re-keyed at the Owner's expense before a new tenant moves in or between tenancies. This is important to prevent unauthorized access by former tenants, contractors, or anyone else who may have had a key during the previous tenancy. Re-keying or replacing locks protects the Owner from liability for security breaches and ensures compliance with many state and local laws while providing tenants with peace of mind regarding their safety.

## **15. EVICTION AND LEGAL PROCEEDINGS**

**15.1. Eviction Handling.** Ember Realty is authorized to handle all matters related to the termination of tenancy and enforcement of lease terms, including signing and serving notices in the Owner's name as required or appropriate. This authority includes initiating and prosecuting eviction actions, recovering possession of the property, collecting unpaid rent or other sums due, and, where applicable, settling, compromising, releasing claims, or reinstating tenancies.

**15.2. Owner Notification.** Ember Realty will notify the Owner before initiating any eviction or legal proceedings and keep the Owner informed throughout the process. The Owner will be responsible for legal services, court fees, and other related expenses incurred during such proceedings.

**15.3. Additional Protection.** Owners enrolled in the Ultimate Plan, which includes Landlord Protection Plus, may have additional coverage for eviction-related expenses. This coverage provides financial protection up to \$5000 for evictions, as outlined in the Landlord Protection Plus terms. See section 16 for more information.

**15.4. Eviction Outcomes.** Ember Realty may charge the Owner a separate service fee for eviction coordination and related activities, which will be billed separately. Ember Realty shall not be held liable for the outcome of any legal proceedings, including evictions, and the Owner agrees to indemnify and hold Ember Realty harmless against any claims, damages, or costs arising from such actions, except in cases of gross negligence or willful misconduct by Ember Realty.

## **16. PROPERTY INSURANCE REQUIREMENTS**

**16.1. Required Insurance.** The Owner agrees to carry and maintain, at their expense, comprehensive public liability property insurance with a minimum coverage of \$1,000,000.00 and fire and extended coverage hazard insurance for the total replacement cost of the property's structure and improvements. This insurance protects the Owner and Ember Realty from potential liabilities or damages. The Owner and Ember Realty must be named as insured parties on all policies, specifically on the liability portion of the insurance.



**16.2. Compliance.** The Owner is responsible for ensuring compliance with state law regarding adequate insurance coverage and is advised to consult their insurance agent to verify that all coverage requirements are met. Proof of insurance must be provided to Ember Realty as a certificate of insurance within 15 days of executing the Agreement (Service Order Form). If the Owner fails to provide proof within this time frame, the Owner will automatically be added to Ember Realty's master general liability insurance policy, which will incur a monthly fee of \$25 per unit/door. To opt out of Ember Realty's insurance policy, you must submit proof of public liability insurance with a minimum coverage of \$1,000,000.00, naming Ember Realty as an additional insured party.

**16.3. Duration of Policy.** The owner must maintain all insurance policies throughout the agreement. Any lapse in coverage or failure to carry adequate insurance could expose the Owner to personal liability for damages, occurrences, or legal actions and may lead to the Owner being held responsible for any costs not covered by insurance. The Owner agrees to indemnify and hold Ember Realty harmless for any liability, damage, action, or litigation that arises during any period where insurance coverage is insufficient or lapses. Additionally, the Owner is advised that vacant properties may not have sufficient insurance coverage under standard policies. If the property becomes vacant, the Owner should consult with their insurance agent to determine whether additional or specialized insurance is necessary to protect the property during this period. Ember Realty is not liable for any losses or damages while the property is vacant unless otherwise covered by the Owner's insurance policy.

**16.4. Insurance Offers.** Ember Realty offers the option to enroll in the Landlord Protection Plus Plan (The Ultimate Plan), which includes benefits such as a loss of rent guarantee, eviction coverage, and malicious tenant damage protection. Owners who opt into this plan will benefit from comprehensive coverage that includes up to \$1,000,000 for third-party claims and other valuable safeguards designed explicitly for rental properties. If the Owner declines this optional plan, they assume full responsibility for managing these risks and ensuring they are adequately insured.

**16.5. Indemnification.** The Owner shall indemnify and hold Agent harmless from any occurrence, liability, action, damage, or litigation during any period where no insurance exists or the policies lapse. Furthermore, if the Owner's insurance is inadequate or fails to defend the Owner and Agent from any occurrence, liability, action, damage, or litigation, the Owner shall be solely responsible. All policies shall provide that Agent is provided 30-day notice of cancellation, and said policies shall name Agent as additional insured on the liability portion.

## **17. OPTIONAL PROTECTIONS: LANDLORD PROTECTION PLUS**

**17.1. Rent Confidently.** As an additional service for owners who choose the Ultimate Plan, Ember Realty offers the Landlord Protection Plus (Ultimate Plan), provided through SureVestor Insurance, to shield property owners from various financial risks associated with owning rental properties. This exclusive insurance coverage is available only to properties managed by Ember Realty and includes the following benefits:

- **Loss of Rent Guarantee:** Up to 25 weeks of rent loss, subject to a maximum loss limit of \$3,000 per month for properties with higher rents.
- **Eviction Guarantee:** \$5,000 in eviction coverage, including \$600 for sheriff fees.
- **Tenant Malicious Damage Guarantee:** \$35,000 in coverage for tenant-caused malicious damage (with a \$1,500 deductible).
- **Third-Party Liability Coverage:** \$1,000,000 in liability coverage for third-party claims occurring on the Property.
- **Theft Coverage:** \$15,000 for theft or damages resulting from theft (with a \$1,500 deductible).
- **Lock Replacement:** \$400 for re-keying locks if a tenant skips or is evicted.
- **Pet Coverage:** \$1000 for service or companion animal damage
- **Lock-box Coverage:** Provides \$5,000 in coverage for lock box-related incidents.

**17.2. Eligibility Conditions.** Properties with rents between \$1,000 and \$3,000 qualify for the entire rent loss guarantee. Tenant-occupied properties where tenants are not current on rent and have not paid on time for the previous two months will not be eligible for Loss of Rent, Eviction, or Tenant Malicious Damage Guarantees until payment conditions are met.

**17.3. Insurance Fees and Policy Start.** The cost of this policy is included in Ember Realty's Ultimate Plan, which is a fraction of the potential costs of tenant damages, legal fees, or rent loss. Insurance rates are subject to change, and Owners will receive at least 30 days' notice of any changes. The policy will commence on the tenant's lease agreement commencement date.

**17.4. Owner's Selection.** Accepting or choosing Ember Realty's Ultimate Plan will automatically enroll the Owner into SureVestor Landlord Protection Plus Coverage (The Basic or lease-only plans do not qualify for the Landlord Protection Plus Coverage). The Ultimate Plan and Landlord Protection Plus acceptance will be acknowledged in the Service Order Form and/or an attached addendum.

**17.5 Termination of Coverage.** If this Agreement is terminated for any reason, or if the Owner downgrades to a plan that does not include the Landlord Protection Plus (Ultimate Plan), any benefits or insurance coverage provided through Ember Realty, including the Landlord Protection Plus plan offered through SureVestor Insurance, will terminate immediately. This includes, but is not limited to, Loss of Rent Guarantee, Eviction Guarantee, Tenant Malicious Damage Guarantee, Third-Party Liability Coverage, Theft Coverage, Lock Replacement Coverage, Pet Coverage, and Lockbox Coverage. The Owner acknowledges that all claims under these benefits must be submitted before the effective date of termination or plan downgrade. No claims will be processed or honored after coverage is terminated due to the termination of this Agreement or the transition to a lower-tier plan. Terminating this Agreement or a downgrade to a non-qualifying plan will render all associated insurance benefits null and void, regardless of the reason for termination or downgrade.

## **18. OWNER RESPONSIBILITIES & OBLIGATIONS**

**18.1. Financial Obligations.** The Owner agrees to be financially responsible for all obligations under this Agreement, including service fees, maintenance costs, and any use of services or accounts associated with this Agreement.

**18.2. Third-Party Fees.** The Owner shall be solely responsible for any additional fees or charges required by third-party entities, including but not limited to homeowners' associations (HOAs), condominium associations (COAs), local, state, or federal government agencies, or any other organizations that may impose fees or charges related to the management or operation of the property. These fees include, but are not limited to, registration costs, permit fees, access passes, gate passes or codes, or compliance-related charges. Ember Realty shall not be held liable for these costs and may pass them directly to the Owner for payment.

**18.3. Property Expenses.** The Owner authorizes Ember Realty to deduct all management fees and property-related expenses from available funds prior to disbursement. If available funds are insufficient, the Owner shall promptly remit payment upon notice. If payment is not received within thirty (30) days of notice, Ember Realty may assess a one-time late administrative fee equal to fifteen percent (15%) of the outstanding balance, which the Parties agree represents a reasonable estimate of the additional administrative, accounting, follow-up, and coordination costs incurred due to delayed payment and is not intended as interest, a finance charge, or a penalty. If Ember Realty is required to manage unpaid balances prior to receipt of Owner funds, a separate 10% administrative service fee may be assessed as disclosed herein. Ember Realty shall not advance its own funds for any expense, and unpaid balances, including applicable administrative fees, may be deducted from future rental proceeds or referred for collection as permitted by law.

**18.4. Property Liabilities.** The Owner acknowledges and accepts full responsibility for any outstanding debts, liens, or other financial obligations related to the Property, including property taxes, HOA fees, and assessments. Ember Realty will not be liable for any debts or liabilities associated with the Property or for any penalties arising from the Owner's failure to meet financial obligations.

**18.5. Tax Withholding.** The Owner authorizes Ember Realty to comply with local and state tax withholding laws If the Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person (Foreign Investor). If applicable, the Owner authorizes Ember Realty to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless the Owner elects to treat rental income as "effectively connected income" by submitting to Ember Realty a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption Form. Withholding on income is effectively connected with the conduct of a trade or business in the United States. A foreign investor owner must obtain a U.S. Taxpayer Identification Number (TIN) and file a declaration with the IRS regarding effectively connected income to

complete the form given to Ember Realty. Further, the foreign investor owner will be responsible for making any necessary estimated tax payments.

**18.6. Documentation and Disclosures.** The Owner agrees to provide all required documentation, records, and disclosures as mandated by law or requested by Ember Realty for the management and operation of the Property. The Owner must promptly notify Ember Realty of any changes to these documents or any issues affecting the Property's habitability. This includes but is not limited to completing and submitting an Internal Revenue Service (IRS) Form W-9 for tax reporting purposes and Ember Realty's "Owner Information Sheet" to ensure accurate records. All requested documentation must be provided promptly to facilitate compliance with applicable laws and efficient property management.

**18.7. Owner's Duty to Report Violations.** The Owner must immediately inform Ember Realty of any code violations, environmental hazards, or other regulatory concerns affecting the Property. The Owner is responsible for addressing and remedying any violations to maintain compliance with local, state, and federal regulations.

**18.8. Owner's Obligation for Timely Response.** The Owner agrees to respond promptly to all communications and requests from Ember Realty. Delays in responding may hinder Ember Realty's ability to manage the Property effectively, and the Owner accepts responsibility for any adverse consequences resulting from non-responsiveness.

**18.9. Lead-Based Paint.** The Owner is responsible for providing information about the Property's lead-based paint. According to 42 U.S. Code § 4852d, all occupants of residential property must be informed about the presence of lead-based paint in dwellings built before January 1, 1978.

**18.10. Insurance-Related Requests and Limitations.** Ember Realty is not responsible for coordinating or performing any tasks requested by the Owner's insurance company, including but not limited to inspections, maintenance, repairs, documentation requests, or claim filings, unless such tasks are directly related to immediate health and safety concerns or are expressly required by law. The Owner is solely responsible for managing all communications and compliance matters with their insurance provider, including scheduling inspections, responding to underwriting requests, and addressing policy-related deficiencies. Ember Realty will not assist in filing or processing insurance claims of any kind, nor will it act as a liaison between the Owner and the insurance company. Ember Realty also will not provide documentation or facilitate access for insurance adjusters, inspectors, or contractors unless directly authorized in writing and compensated appropriately. Any attempt to assign responsibility to Ember Realty for insurance-related matters outside its management duties shall be deemed null and void. The Owner is advised to ensure that their insurance policies and providers do not require third-party property managers to fulfill any obligations beyond the scope of this Agreement.

## **19. COMMUNICATIONS AND NOTICES**

**19.1. General Communications.** For all non-emergency communications, including maintenance requests, document submissions, and other inquiries, Owners must submit their requests through the Buildium Owner Portal. This ensures that all requests are properly documented and can be processed promptly. Any requests made via text message or phone call may not be followed up on or could be subject to delays, as these forms of communication are not considered official or in writing. To ensure efficient handling of all matters related to the Property, Owners are strongly encouraged to use the designated communication channels outlined above.

**19.2. Email Communication.** The Owner agrees to allow Ember Realty to send notifications and communications via email and must provide Ember Realty with a valid email address.

**19.3. Vacation and Emergency Information.** The Owner must notify Ember Realty if they will be on an extended vacation or otherwise unavailable and provide alternative emergency contact information during this period.

**19.4. Reports, Notices, and Signs.** Ember Realty will comply with all applicable federal, state, and local laws requiring the delivery of reports, notices, or the posting of signs related to the Property. Written notices required under this Agreement shall be sent via certified mail with return receipt requested or by email to the addresses listed in the Service

Order Form unless otherwise agreed by the Parties. Notices sent by certified mail will be considered received three (3) calendar days after being deposited with the United States Postal Service (USPS). Notices emailed will be deemed received upon successful transmission unless a delivery failure is reported.

## **20. DISPUTE RESOLUTION, JURY WAIVER, AND ATTORNEY FEES**

**20.1 Good-Faith Resolution.** The Parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through good-faith discussions. Either Party may initiate this process by providing written notice describing the nature of the dispute. The Parties shall have fourteen (14) calendar days from receipt of such notice to attempt resolution, unless immediate legal action is necessary to enforce payment obligations or prevent irreparable harm.

**20.2 Mediation.** If the dispute is not resolved through good-faith discussions, the Parties agree to submit the matter to non-binding mediation before a neutral mediator mutually selected by the Parties. Mediation shall occur in the county where the Property is located unless otherwise agreed in writing. Mediation shall be completed within thirty (30) days of initiation unless extended by mutual agreement. Each Party shall bear its own costs, and mediation fees shall be shared equally.

**20.3 Binding Arbitration.** If mediation does not resolve the dispute, the matter shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its applicable rules, or by another arbitrator mutually agreed upon by the Parties. Arbitration shall be conducted in the county where the Property is located unless otherwise required by law. The arbitrator shall have authority to award all remedies available under applicable law, and judgment on the arbitrator's award may be entered in any court of competent jurisdiction. If the AAA is unavailable or unwilling to administer the arbitration, the Parties shall mutually select a comparable arbitration forum, and the arbitration requirement shall otherwise remain enforceable.

**20.4 Excluded Claims and Immediate Legal Action.** Notwithstanding the foregoing, Ember Realty may pursue immediate legal action in a court of competent jurisdiction without mediation or arbitration for: (a) unpaid fees or amounts owed under this Agreement; (b) enforcement of indemnification obligations; (c) injunctive or equitable relief necessary to protect legal rights or prevent harm; or (d) claims that applicable law expressly exempts from arbitration.

**20.5 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, THE OWNER AND EMBER REALTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF A CLAIM PROCEEDS IN COURT AS PERMITTED HEREIN, IT SHALL BE DECIDED BY A JUDGE.**

**20.6 Waiver of Class and Representative Actions.** All disputes shall be resolved on an individual basis only. The Parties waive any right to bring or participate in any class, collective, representative, or consolidated action. Relief may be awarded only to the individual Party seeking relief. If this waiver is found unenforceable as to a particular claim, that claim shall proceed in court on an individual basis only, and the remaining provisions of this Section shall remain in full force and effect.

**20.7 Attorney Fees and Costs.** In any action, arbitration, or proceeding arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees, court costs, arbitration costs, and expenses, including fees incurred in enforcement or on appeal.

**20.8 Time to Bring Claims.** Any claim arising out of or relating to this Agreement shall be brought within the time period permitted by applicable law. To the extent a contractual limitation period is enforceable, the Parties agree that claims should be asserted promptly to allow for efficient resolution. This provision shall be enforced only to the extent permitted by law.

**20.9 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any court proceeding permitted under this Section shall be brought in the state and county where the Property is located.

## 21. GENERAL TERMS AND DISCLOSURES

**21.1. Agency Relationships.** Ember Realty agrees to act as the Owner's Agent in any resulting lease or rental transaction involving any property covered by this Agreement. It may be necessary or appropriate for Ember Realty to act as Agent of both Owner and tenants or one or more additional parties in any resulting lease transaction, in which case Ember Realty will seek the Owner's consent to Ember Realty's representation of additional parties as soon as practicable. However, if Ember Realty is the listing Agent and Agent for a different property in which a tenant is interested, Owner understands that Ember Realty may act as Agent of that Tenant and another property owner concerning a transaction involving that other Property: For one-to-four-unit residential Property, Ember Realty shall provide agency relationships disclosure as required by law.

**21.2. LIMITATION OF LIABILITY.** EMBER REALTY ASSUMES NO LIABILITY FOR ANY DAMAGES, LOSSES, OR OMISSIONS CAUSED BY THE TENANT, NOR FOR ANY ACTS OR OMISSIONS OF THE OWNER, PREVIOUS OWNERS, PRIOR PROPERTY MANAGEMENT COMPANIES, OR THEIR AGENTS. EMBER REALTY IS NOT RESPONSIBLE FOR LOSS OF RENTAL INCOME, PROPERTY DAMAGE, OR LIABILITY RESULTING FROM TENANT ACTIONS, NATURAL DISASTERS, VANDALISM, THEFT, OR OTHER EVENTS BEYOND ITS CONTROL. ADDITIONALLY, EMBER REALTY SHALL NOT BE HELD LIABLE FOR LEGAL OR REGULATORY NON-COMPLIANCE CAUSED BY THE OWNER'S FAILURE TO DISCLOSE REQUIRED INFORMATION, MAINTAIN ADEQUATE INSURANCE, OR ADHERE TO APPLICABLE LAWS. VIOLATIONS OF ENVIRONMENTAL OR OTHER REGULATIONS DISCOVERED DURING THE TERM OF THIS AGREEMENT WILL BE REPORTED TO THE OWNER, WHO SHALL BEAR FULL RESPONSIBILITY FOR RECTIFYING THEM. EMBER REALTY SHALL NOT BE HELD LIABLE FOR DAMAGES, LOSSES, OR LIABILITIES INCURRED BY THE OWNER, TENANTS, OR THIRD PARTIES, EXCEPT IN CASES OF GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT BY EMBER REALTY.

**21.3. HOLD HARMLESS.** THE OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EMBER REALTY, ITS AGENTS, EMPLOYEES, AND ALL PERSONS ASSOCIATED WITH EMBER REALTY'S FIRM FROM ALL COSTS, EXPENSES, SUITS, LIABILITIES, DAMAGES, ATTORNEY FEES, AND CLAIMS OF ANY KIND. THIS INCLUDES BUT IS NOT LIMITED TO, CLAIMS ARISING FROM INJURY OR DEATH OF ANY PERSON OR DAMAGE TO REAL OR PERSONAL PROPERTY, INCLUDING THE OWNER'S PROPERTY, RESULTING FROM REPAIRS PERFORMED BY THE OWNER OR CONTRACTORS HIRED DIRECTLY BY THE OWNER, PROPERTY MANAGEMENT ACTIVITIES CONDUCTED BY EMBER REALTY OR ITS ASSOCIATES, OR THE CONDITION AND MAINTENANCE OF THE PROPERTY, INCLUDING STRUCTURAL DEFECTS, SAFETY ISSUES, OR NON-COMPLIANCE WITH REGULATIONS. THE OWNER ALSO ACCEPTS FULL LIABILITY FOR ANY NEGLIGENCE, OMISSIONS, OR FAILURE TO MAINTAIN REQUIRED INSURANCE, PROVIDE ADEQUATE REPAIR FUNDING, OR COMPLY WITH APPLICABLE LAWS. ADDITIONALLY, THE OWNER IS RESPONSIBLE FOR ANY CLAIMS RELATED TO TENANT ACTIONS OR BEHAVIOR, INCLUDING PROPERTY DAMAGE, THIRD-PARTY INJURIES, OR RENT NONPAYMENT, EXCEPT WHERE SUCH CLAIMS ARISE SOLELY FROM EMBER REALTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. EMBER REALTY SHALL NOT BE HELD LIABLE FOR LOSSES, DAMAGES, OR LIABILITIES CAUSED BY FACTORS BEYOND ITS CONTROL, INCLUDING TENANT BEHAVIOR, NATURAL DISASTERS, OR MARKET CONDITIONS.

**21.4. Force Majeure.** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, pandemics, government orders, or other unforeseeable events. The affected Party shall promptly notify the other Party and take reasonable steps to mitigate the impact. If such an event continues for over thirty (30) days, either Party may terminate this Agreement immediately by written notice.

**21.5. Confidentiality.** Ember Realty agrees to maintain the confidentiality of all sensitive and proprietary information provided by the Owner or obtained in the course of managing the property. This includes but is not limited to financial information, tenant details, and property-related documentation. Ember Realty will not disclose such information to any third party without the Owner's prior written consent, except as required by law or necessary to perform the duties outlined in this agreement. Similarly, the Owner agrees to maintain the confidentiality of any proprietary methods, processes, or tools Ember Realty uses to perform its services. Both parties acknowledge that any breach of confidentiality may result in legal or financial consequences and agree to take reasonable steps to prevent unauthorized access or disclosure of confidential information.

**21.6. Waiver.** Either Party's failure to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

**21.7. Severability.** If any provision of this Agreement is deemed ineffective or invalid, the remaining provisions will be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered, or changed except in writing. This Agreement and any supplement, appendix, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute the same writing.

**21.8. Time of Essence.** The parties hereby agree that time is of the essence with respect to the performance of each of the parties' obligations under this Agreement. The parties agree that if any date on which performance is to occur falls on a Saturday, Sunday, or State or Federal holiday, then the time for such performance shall be extended until the next business day thereafter occurring.

**21.9. Electronic Signatures.** By electronically signing this Agreement, the Owner agrees that their electronic signature is the legal equivalent of their manual signature. The Owner consents to the use of electronic communications, records, and signatures instead of paper documents and physical signatures.