

NLC RESIDENTIAL

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Your property. Managed properly.

NORTH CAROLINA • EDITION 2026

The full agreement: fifteen articles and Exhibits A-I. Ten percent of rent actually collected, no markup on a repair bill, and thirty days' notice to leave with no fee. Read it before you sign it — all of it is here.

10%
OF RENT COLLECTED

30 days
TO TERMINATE

No markup
ON REPAIRS



NLC Residential Group LLC

Real People. Real Service. Real Results.



Article 1 — Definitions

THIS PROPERTY MANAGEMENT AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 20____, by and between _____ (“Owner”) and **NLC Residential Group LLC**, a North Carolina limited liability company and licensed real estate brokerage firm, Firm Licence No. C42957 (“Agent”).

This Agreement pertains to certain real property located at _____, _____ County, North Carolina, together with all improvements, appurtenances and equipment located thereon (the “Property”), more particularly described in **Exhibit A**. Owner desires to contract with Agent to provide full residential property management services for the Property. In consideration of the covenants and agreements below, the parties agree as follows.

REQUIRED BY 21 NCAC 58A .0104(B)

The broker shall conduct all brokerage activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap, or familial status of any party or prospective party.

Further, REALTORS® have an ethical duty to conduct such activities without respect to the **sexual orientation or gender identity** of any party or prospective party to this Agreement. Agent conducts all activities without respect to any other class protected by federal, State or local law.

ARTICLE 1 — DEFINITIONS

1.1 “Rent Collected.” All base rent and other recurring charges *actually received* by Agent for the Property in a given month, other than late fees, pet rent, and the tenant technology or portal fee. Rent Collected expressly **excludes** Tenant Deposits, application fees, late fees, pet rent, the tenant technology or portal fee, insurance or sale proceeds, reimbursements of Owner-funded repairs, and any sum billed but not received. Late fees, pet rent, and the tenant technology or portal fee are Agent compensation under Sections 9.6, 9.6a, and Exhibit C, are never included in the Management Fee calculation under Section 9.1, and are never part of Owner’s disbursement under Section 8.4.

1.2 “Lease.” Any written residential rental agreement for the Property between Owner, as landlord, and one or more Tenants, entered into by Agent on Owner’s behalf under Section 4.4.

1.3 “Tenant.” One or more persons occupying the Property pursuant to a Lease.

1.4 “Tenant Deposit.” Any security deposit, pet deposit, prepaid rent or other sum advanced by a Tenant under terms that may require repayment, held in accordance with the Tenant Security Deposit Act, N.C.G.S. §§42-50 through 42-56. A **nonrefundable pet fee** permitted by §42-53 is not a Tenant Deposit.

1.5 “Operating Account.” The trust or escrow account described in Section 8.1, maintained by Agent in accordance with N.C.G.S. §93A-6 and 21 NCAC 58A .0116 and .0117.

1.6 “Deposit Account.” The separate trust account described in Section 8.2, holding Tenant Deposits only.

1.7 “Reserve.” The minimum balance Owner maintains in the Operating Account under Section 8.5.



Article 2 — Appointment and Acceptance

ARTICLE 2 — APPOINTMENT AND ACCEPTANCE

2.1 Appointment. Owner appoints Agent as Owner's exclusive agent for the leasing, management and operation of the Property described in **Exhibit A**, and Agent accepts the appointment, subject to the terms and conditions of this Agreement.

2.2 Licensure. Agent is a real estate brokerage firm licensed by the North Carolina Real Estate Commission. Agent's Broker-in-Charge is Nehemias Lugo-Cheverez, Broker Licence No. 332371; Agent's Firm Licence No. is C42957. All brokerage services under this Agreement will be performed by or under the supervision of licensed brokers.

2.3 Agency Disclosure. Agent acts as Owner's agent. Owner acknowledges receipt of the *Working With Real Estate Agents Disclosure (Lease) — For Landlords* (NC REALTORS® Form 521L) at first substantial contact. Agent will deliver the corresponding tenant disclosure (Form 521T) to each prospective Tenant at first substantial contact.

2.4 Agent Represents. Agent represents (a) that it is experienced in the professional management of residential property of the character of the Property; (b) that it is legally authorised to manage such property in the State of North Carolina; (c) that it will manage the Property in accordance with professional standards and applicable law; and (d) that it will confer fully and regularly with Owner in the performance of its duties.

2.5 Exclusivity. During the Term, Owner will refer to Agent all inquiries regarding the leasing or management of the Property and will not lease, advertise for lease, or engage another manager for the Property, except as permitted by Section 10.1.

2.6 Identity of Interest. In **Exhibit B**, Agent discloses any and all identities of interest existing or arising between Agent and any supplier of materials or services or any vendor used at the Property.



Article 3 — Term and Termination

ARTICLE 3 — TERM AND TERMINATION

3.1 Initial Term. This Agreement begins on the Effective Date and continues for a definite initial term of **twelve (12) months**, expiring on _____, 20____.

3.2 Renewal. This Agreement renews automatically for successive twelve (12) month terms **unless and until either party terminates it under Section 3.3**. Because Owner may terminate at any time on thirty (30) days' notice, including at each renewal date, this automatic renewal is permitted by 21 NCAC 58A .0104(a).

3.3 Termination for Convenience. **Either party may terminate this Agreement at any time, for any reason or no reason, on thirty (30) days' written notice to the other.**

EARLY TERMINATION — STATED CLEARLY AND CONSPICUOUSLY PER 21 NCAC 58A .0104(A)

THERE IS NO EARLY TERMINATION FEE, NO PENALTY, NO BUYOUT OF ANY REMAINING TERM, AND NO CLAWBACK OF FEES ALREADY EARNED. OWNER MAY TERMINATE ON THIRTY DAYS' WRITTEN NOTICE, EFFECTIVE ANY DATE.

3.4 Termination for Cause. Either party may terminate immediately on written notice if the other materially breaches this Agreement and fails to cure within fifteen (15) days after written notice describing the breach. No notice or cure period is required where the breach involves fraud, misappropriation of funds, or wilful misconduct.

3.5 Effect on Existing Leases. Termination of this Agreement does **not** terminate any Lease. Because every Lease names Owner as landlord (Section 4.4), each Lease continues in force and runs with the Property, and no assignment, consent or novation is required for Owner or a successor manager to enforce it.

3.6 This Agreement is also subject to termination on any condition identified in Article 10.



ARTICLE 4 — SERVICES OF AGENT

4.1 Marketing and Showings

Agent will prepare the Property for market, obtain professional listing photography, advertise the Property on the MLS and the major rental platforms, respond to enquiries, and conduct showings. Agent will use commercially reasonable efforts to lease the Property promptly at the rent established under Section 4.10. **Agent does not guarantee any particular time to lease.** All advertising will describe the Property and not the desired occupant.

4.2 Applications and Tenant Screening

Agent will take and process rental applications and screen every applicant against the written Tenant Selection Criteria in **Exhibit E**, applied uniformly and in the same order to all applicants. Screening includes identity verification, income and employment verification, rental history, credit, and criminal and eviction records obtained through a consumer reporting agency. Where an application is denied in whole or in part on information in a consumer report, Agent will provide the adverse action notice required by the Fair Credit Reporting Act, identifying the reporting agency. Agent will retain each rejected application, the notice and related correspondence for **three (3) years**.

4.3 Fair Housing and Non-Discrimination

Agent will comply with the federal Fair Housing Act, the North Carolina State Fair Housing Act (N.C.G.S. Ch. 41A), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and all applicable state and local law. Agent will grant reasonable accommodations and modifications for applicants and Tenants with disabilities, including assistance animals, **which are not pets and are not subject to pet fees, pet rent, or breed or weight restrictions**. Criminal history is assessed individually consistent with HUD guidance, and an arrest not resulting in conviction is never a basis for denial.

Owner will not direct Agent to take, and Agent will not take, any action inconsistent with this Section. An instruction that would require Agent to violate fair housing law is void, and Agent's refusal to follow it is not a breach of this Agreement.

4.4 Execution of Leases — Owner Is the Landlord

Every Lease for the Property will name Owner as the landlord. Agent will execute each Lease, renewal and addendum in the form “[Owner name], by NLC Residential Group LLC, its agent,” and **will not enter into, sign, or hold itself out under any Lease as the landlord, lessor or owner of the Property.** Agent will use a written lease form complying with North Carolina law, including the Residential Rental Agreements Act (N.C.G.S. Ch. 42, Art. 5) and the Tenant Security Deposit Act. Owner may review and approve the lease form and any material deviation from Owner's approved rent schedule or the Leasing Guidelines. Agent will deliver a complete signed copy of every Lease to Owner within ten (10) days of execution.

4.5 Statutory Lease Provisions

Each Lease will contain, at minimum: the fees authorised by N.C.G.S. §42-46 and no others (Section 9.6); the Tenant Deposit and the disclosure required by §42-50; a military clause consistent with N.C.G.S. §42-45 and the federal Servicemembers Civil Relief Act; the Tenant's obligations under §42-43, including the duty to maintain smoke and carbon monoxide alarm batteries; the federal Lead-Based Paint Disclosure where the Property was built before 1978; and any HOA rules applicable to the Property.

What the military clause actually costs. Under N.C.G.S. §42-45 a servicemember may terminate on permanent change of station or involuntary discharge requiring a move of 50 miles or more, on deployment of 90 days or more, or on death in service, by written notice with orders or a commanding officer's verification. Owner may recover rent prorated to the termination date plus liquidated damages of **no more than one month's rent if less than six months of the tenancy has run, or half a month's rent if six to nine months has run** — and **nothing at all** if notice is given fourteen or more days before occupancy begins. No other charge may be recovered.

4.6 Rent Collection and Enforcement



Article 4 — Services of Agent (continued)

Agent will collect when due all rents, charges and other amounts receivable on Owner's account, deposit them under Article 8, and pursue delinquencies. Agent will emphasise voluntary compliance and may counsel Tenants or make referrals in cases of hardship, so that involuntary termination of tenancies is avoided to the extent consistent with sound management. Where sufficient cause exists, Agent may — and at Owner's written request will — lawfully terminate a tenancy, serve statutory notices, bring an action for summary ejectment, and execute the notices and pleadings incident to it, keeping Owner informed throughout. Reasonable attorney fees and necessary costs of such actions are paid from the Operating Account as an Owner expense.

Self-help is prohibited. Neither Agent nor Owner will remove a Tenant, or attempt to, other than through the summary ejectment process — no lock changes, no utility interruption, no removal of a Tenant's property. N.C.G.S. §42-25.9 gives the Tenant an action for actual damages and recovery of possession. Only the sheriff executes a writ of possession.

4.6a Limits on Collection, Prepaid Rent and Abatement

Agent's undertaking to collect rent is **not a guarantee of payment** that Agent is unable to collect in the exercise of reasonable diligence. Where Agent has refunded, or is required by this Agreement or by law to refund, rent already remitted to Owner, Owner will return that sum to Agent promptly on demand. **Rent prepaid by a Tenant is held in trust** under Article 8 and disbursed to Owner as it becomes due under the Lease. Agent may negotiate a partial rent abatement with a Tenant where, in Agent's reasonable opinion, the Tenant's use and enjoyment of the Property has been or will be materially and adversely affected by a defect in its condition that cannot be repaired reasonably and promptly — reporting any such abatement to Owner.

4.6b Small Claims Proceedings

Agent may institute and prosecute proceedings in small claims court as necessary to recover rent due Owner or to evict a Tenant and regain possession, including authority in Agent's discretion to settle, compromise and release any such proceeding. **With respect to any such proceeding, Agent will have actual knowledge of the facts alleged in the complaint.**

4.7 Maintenance and Repairs — Statutory Duty

Agent will, at Owner's expense, keep the Property in a fit and habitable condition as required by **N.C.G.S. §42-42**, and will:

- comply with applicable building and housing codes, and keep common areas safe;
- maintain in good and safe working order the electrical, plumbing, sanitary, heating, ventilating and air-conditioning systems, and promptly repair them on written notification from the Tenant, or immediately in an emergency;
- address the conditions listed in §42-42(a)(8) — unsafe wiring, flooring, steps, ceilings, roofs, chimneys or flues; lack of potable water; inoperable exterior door or ground-floor window locks; broken windows; inability to heat to **65°F when it is 20°F outside between 1 November and 31 March**; inoperable toilet, bathtub or shower; rodent infestation of the structure; and standing water, sewage, or mould arising from a plumbing defect — within a reasonable time given the severity;
- receive, investigate and log all Tenant service requests, with **emergency requests handled on a 24-hour basis**;
- engage qualified independent contractors, obtaining written evidence of liability and workers' compensation insurance before work begins;
- obtain competing bids for any single item of work exceeding **\$1,500** where more than one qualified source is available; and
- give priority to preventive maintenance.

Spending authority. Agent will not incur any single expense exceeding **\$500** without Owner's prior written approval, except (a) recurring expenses already authorised and (b) **emergency repairs** involving manifest danger to persons or property, necessary to avoid suspension of an essential service, or required to cure a §42-42 violation. In an emergency Agent will notify Owner as soon as practicable and in no event later than **twenty-four (24) hours**.

No markup. Agent charges no markup, administrative surcharge or commission on vendor invoices. Agent will secure and credit to Owner all discounts, rebates and commissions obtainable on purchases, service contracts and other transactions on Owner's behalf.

4.8 Smoke and Carbon Monoxide Alarms



Article 4 — Services of Agent (continued)

Owner will provide, and Agent will verify, operable smoke alarms and, where the Property has a fossil-fuel appliance, fireplace or attached garage, carbon monoxide alarms, as required by N.C.G.S. §42-42(a)(5), (5a) and (7). Agent will **install new batteries at the beginning of each tenancy**, verify operation at move-in, at each periodic inspection and at move-out, and document each check. On written notification of a needed repair or replacement, Agent will repair or replace **within fifteen (15) days**. Where an alarm is replaced, it will be a tamper-resistant ten-year lithium battery alarm unless the Property has a hard-wired alarm with battery backup or a compliant combination alarm. A reported alarm failure is an emergency repair under Section 4.7.

4.8a Protected Tenants — Domestic Violence, Sexual Assault and Stalking

Agent will comply with **N.C.G.S. §42-45.1**, under which a protected tenant may terminate the Lease on written notice effective not less than thirty (30) days after receipt, accompanied by a qualifying protective order, criminal order, or Address Confidentiality Program card. Such a tenant is liable only for rent prorated to the termination date and **for no other rent, fee or penalty**. Agent will also comply with **§42-42.2** on a protected tenant's request to change the locks. **These rights cannot be waived or modified by agreement, and Owner will not instruct Agent to attempt it.**

4.9 Inspections

Agent will conduct a documented move-in inspection with the Tenant, a move-out inspection, and two (2) periodic interior inspections per year, each photographed, and will deliver the written report to Owner. Agent will record in writing the condition of the Property at move-in and any damage occurring during the tenancy, and will assess and collect the cost of Tenant-caused damage from the Tenant or the Tenant Deposit as permitted by law. Agent will give the Tenant proper notice before any non-emergency entry.

4.9a Cooperation With and Compensation To Other Agents

Agent has advised Owner of Agent's company policy on cooperation with other firms and the compensation, if any, offered to them. Owner authorises Agent to cooperate with, and compensate, ☐ subagents representing only Owner ☐ tenant agents representing only the tenant, at . **Agent will promptly notify Owner if Agent offers a cooperating agent compensation different from that set out here.**

4.9b Marketing Authorisations

Owner authorises Agent to: place a "For Rent" sign where permitted by law and covenants; submit the Property to any listing service of which Agent is a member and report the rental and rental price to it on execution of a Lease; advertise in non-Internet media; and display information about the Property on the Internet, including **the address, automated estimates of market value, and third-party comments**. Owner may limit or prohibit Internet advertising by completing the listing service's opt-out form (NC REALTORS® Form 105).

4.10 Rent Schedule and Annual Review

Rent is set by Owner. At least sixty (60) days before any Lease expires, and at least once each calendar year, Agent will deliver Owner a written rent recommendation supported by current comparable rentals, together with a recommendation to renew, re-let or adjust terms. Absent Owner's written direction, Agent will offer renewal at the then-current rent.

4.11 Utilities and Services

Agent will arrange water, sewer, electricity, gas, trash removal, pest control, lawn care and other necessary services, and will place utilities in the Tenant's name where the Lease so requires. Any contract exceeding one (1) year in duration requires Owner's prior written approval. Where Owner charges the Tenant for water or sewer service and Owner has actual knowledge of a maximum contaminant level violation, Agent will give the Tenant the notice required by §42-42(a)(6).

4.12 Records and Reports



Article 4 — Services of Agent (continued)

On or before the **15th** day of each month, Agent will deliver to Owner, through Agent's owner portal and by email on request, a statement covering the preceding month and year to date, including: income received, itemised; disbursements, itemised, with paid invoices available on request; the opening and closing balance of the Operating Account and the balance of the Tenant Deposit held; any delinquency as of the 10th of the month and the action taken; open and completed work orders; and a narrative addressing anything material — emergencies, accidents, claims and potential claims, notices to or from the Tenant, and any Lease expiring within sixty (60) days.

Agent will establish and maintain a system of records, books and accounts, including a separate ledger for the Property and for Owner, and a Tenant file containing the Lease, application, notices, inspection reports and photographs. Records are retained for the period required by the North Carolina Real Estate Commission and in any event not less than **three (3) years. All bookkeeping, data processing, report preparation and management overhead are paid by Agent out of the Management Fee** and are never billed to Owner.

4.13 Owner Tax Reporting

Agent will issue Owner an IRS Form 1099-MISC reporting gross rents where required, file required information returns for vendors Agent pays on Owner's behalf, and deliver Owner a year-end statement of income and expenses by **31 January**. Agent does not provide tax or legal advice.

4.14 Lead-Based Paint

If any part of the Property was built before 1978, Agent will not offer the Property for lease until Owner has executed the federal Lead-Based Paint Disclosure. Agent will deliver that disclosure, the EPA pamphlet *Protect Your Family From Lead in Your Home*, and any lead evaluation report in Owner's possession to every prospective Tenant before the Lease is signed, attach the executed disclosure to the Lease, and retain it for three (3) years. **Owner is the party who makes and signs this disclosure**, and Owner indemnifies Agent for any claim arising from its absence or inaccuracy.

4.15 Mould and Moisture

Agent will treat any reported water intrusion, persistent moisture, or visible mould as urgent, inspect within forty-eight (48) hours, and notify Owner with photographs. Owner will fund identification and correction of the moisture source, not merely cosmetic removal. Agent is not a mould remediation contractor and does not warrant the absence of mould.

4.16 Retaliatory Conduct Prohibited

Agent will not, and will not on Owner's instruction, terminate a tenancy, decline a renewal, or decrease services in retaliation for a Tenant's good-faith complaint or repair request, report to a government agency, exercise of a legal right, or participation in a tenants' organisation. **N.C.G.S. §42-37.1 presumes retaliation where such an action follows a protected activity within twelve (12) months.** Where Owner directs an action within that window, Agent will advise Owner in writing before proceeding.

4.17 Other Acts

Agent will perform such other acts requested by Owner as are reasonable, necessary and proper in the discharge of Agent's duties under this Agreement.



Article 5 — Management Authority

ARTICLE 5 — MANAGEMENT AUTHORITY

5.1 Agent's authority is expressly limited to the provisions contained herein. Owner expressly withholds from Agent any power to make any structural change in the Property, to make any other major alteration or addition, or to incur any expense chargeable to Owner other than in the exercise of the express powers granted by this Agreement, without Owner's prior written consent.

5.2 Agent may engage independent contractors to perform its duties and remains responsible for supervising them. Contracts with independent contractors exceeding \$500 are subject to Owner's prior written consent, except in an emergency under Section 4.7.

5.3 Agent will comply with all federal, State, county, municipal and special district laws, ordinances, rules and orders relating to the leasing, use, operation, repair and maintenance of the Property, will promptly remedy any violation coming to its attention, and will notify Owner by the end of the next business day of any violation for which Owner may be subject to penalty.

5.4 No Undisclosed Compensation. Agent will not accept any undisclosed fee, rebate, referral payment or thing of value from any vendor, contractor, insurer, applicant or Tenant in connection with the Property. Any identity of interest is disclosed in **Exhibit B**.

5.5 Confidentiality. Agent will maintain as confidential all financial information obtained from or about Owner, during the Term and after termination. Agent will safeguard Tenant and applicant personal information, including consumer report data, in accordance with the Fair Credit Reporting Act and applicable privacy and data-disposal law, and will disclose it to Owner only as necessary for Owner's legitimate management decisions and as permitted by law.



Article 6 — Insurance and Indemnification

ARTICLE 6 — INSURANCE AND INDEMNIFICATION

6.1 Agent's Capacity and Liability. Agent performs its duties as agent for Owner and is not personally liable on obligations properly incurred for Owner's account. **Agent remains liable for its own breach of this Agreement and for damages and costs, including reasonable attorney fees, resulting from Agent's negligence, misconduct or violation of law.**

6.2 Agent's Coverage. Agent will maintain at its own expense commercial general liability insurance, errors and omissions coverage, and a fidelity bond or equivalent covering funds held in trust, each in commercially reasonable amounts, and will furnish Owner a certificate on request. Agent's insurance requirements are set out in **Exhibit H**.

6.3 Owner's Coverage. Owner will maintain at Owner's expense a landlord or dwelling fire policy appropriate to a tenant-occupied property, and liability coverage of not less than **\$300,000** per occurrence, which may be written as part of the landlord policy. **Owner will name Agent as an additional insured** while Agent acts as Owner's manager, will deliver a certificate of insurance to Agent, and will require the insurer to give Agent not less than ten (10) days' notice before cancellation. Owner acknowledges that a standard homeowner's policy generally does not cover a rented dwelling.

6.4 Claims. Agent will investigate and promptly furnish Owner written reports of all accidents, claims and potential claims relating to the Property, and will cooperate fully with Owner's insurers.

6.5 Agent Indemnity. To the extent permitted by law, Agent will defend, indemnify and hold Owner harmless from claims, investigations and suits arising out of Agent's negligence, misconduct or breach of this Agreement, or out of Agent's employment of personnel, it being expressly agreed that all persons Agent employs in connection with the Property are Agent's employees and not Owner's.

6.6 Owner Indemnity. To the extent permitted by law, Owner will defend, indemnify and hold Agent harmless from claims, investigations and suits arising out of the ownership, condition or operation of the Property — including bodily injury, sickness, death, or damage to property, and claims arising from a condition of the Property, from Owner's failure to disclose, from Owner's failure to fund a required repair, or from Owner's failure to comply with law — except to the extent caused by Agent's negligence, misconduct or breach.

6.7 Tenant Acts. Agent screens and selects Tenants with reasonable care under the criteria in Exhibit E, but **does not guarantee any Tenant's conduct, payment or care of the Property**, and is not liable for a Tenant's non-payment, damage or breach, absent Agent's own negligence, misconduct or breach.

6.7a Tenant Information. Owner acknowledges that state and federal law regulates the maintenance and disposal of personal information of consumers — Social Security and driver's licence numbers, account numbers, and other numbers that could be used to access a person's financial resources — and that Agent's contracts with consumer reporting agencies may limit or prohibit dissemination of their reports. **Agent is not required to disclose any such information about a Tenant or applicant to Owner**, and if Agent does, Owner will indemnify and hold Agent harmless from any claim arising out of that disclosure to or by Owner.

6.7b Other Professional Services. Owner acknowledges that Agent is retained solely as a real estate professional, and that other professionals — an attorney, insurance agent, tax adviser, engineer, home inspector, environmental consultant, architect or contractor — are available to advise Owner at Owner's expense. If Agent procures any such service at Owner's request, Agent incurs no liability in connection with it.

6.8 Survival. The indemnity obligations in this Article survive termination of this Agreement.



Article 7 — Owner's Right to Audit

ARTICLE 7 — OWNER'S RIGHT TO AUDIT

7.1 Owner reserves the right to conduct, or to appoint others to conduct at Owner's expense, examinations of the books and records maintained for Owner by Agent, and to perform any additional audit tests relating to Agent's activities under this Agreement.

7.2 On Owner's written request, Agent will furnish Owner's records **no later than ten (10) days after receipt of the request**, as required by 21 NCAC 58A .0117.

7.3 Should Owner or Owner's appointee discover a weakness in internal control or an error in record keeping, Agent will correct the discrepancy promptly and inform Owner in writing of the action taken.



Article 8 — Remittance of Funds and Trust Accounts

ARTICLE 8 — REMITTANCE OF FUNDS AND TRUST ACCOUNTS

8.1 Operating Trust Account. Agent will deposit all rents and other funds collected for the Property **no later than three (3) banking days** after receipt into a trust or escrow account maintained by Agent in a federally insured depository institution lawfully doing business in North Carolina, as required by 21 NCAC 58A .0116. The account is a demand account permitting full withdrawal without prior notice, penalty or deduction; is designated of record as a **“Trust Account”** or **“Escrow Account”** on its bank statements, deposit tickets and checks; and is identified to Owner and the Property. **Owner’s funds will not be commingled with Agent’s own funds**, save that Agent may maintain up to one hundred dollars (\$100.00) of company funds in the account to cover bank service charges as permitted by 21 NCAC 58A .0117.

8.2 Tenant Deposit Trust Account. Agent will deposit every Tenant Deposit into a **separate** trust account held with a licensed and federally insured depository institution in North Carolina, or will furnish a bond, as required by **N.C.G.S. §42-50**. Tenant Deposits will not exceed the limits of §42-51 — two weeks’ rent for a week-to-week tenancy, one and one-half months’ rent for month-to-month, and two months’ rent for any longer term. Agent will notify the Tenant in writing of the name and address of the depository **within thirty (30) days** of the beginning of the tenancy.

8.3 Application and Return of Tenant Deposits. A Tenant Deposit may be applied only to the purposes permitted by **N.C.G.S. §42-51**. Within **thirty (30) days** after the tenancy ends and possession is delivered, Agent will deliver the itemised accounting required by **§42-52** and refund any balance. Where the extent of the Tenant’s liability cannot be determined within thirty days, Agent will deliver an **interim** accounting within thirty (30) days and a **final** accounting within **sixty (60) days**. **Ordinary wear and tear is not deductible**. Tenant Deposits are never Agent’s funds, are never applied to Agent’s fees, and pass to Owner or the successor manager on termination.

Why this Article is written this way. Failure to comply with §42-52 can void the right to retain any portion of the deposit, and under §42-55 a wilful failure exposes the landlord to the Tenant’s attorney fees. The Tenant Security Deposit Act applies by §42-56 to *any person or firm engaged in the business of renting or managing residential dwellings* — so it binds Agent directly, not only Owner.

8.4 Disbursements to Owner. Agent will remit Owner’s net proceeds — Rent Collected less the Management Fee, authorised expenses and the Reserve — by electronic transfer on or before the **15th** day of each month.

8.5 Reserve. Owner will maintain a minimum balance of **\$500** in the Operating Account at all times, replenished from Rent Collected or by Owner on request.

8.6 Limit on Disbursement. **Agent will not disburse for the Property any amount exceeding the balance then credited to the Property on Owner’s ledger.** If the Operating Account is insufficient, Agent will notify Owner and Owner may remit the shortfall. Agent is not obliged to advance its own funds and is not liable for any loss arising from Owner’s failure to fund. If Agent voluntarily advances its own funds, Owner will reimburse Agent within ten (10) days of demand.

8.7 Reconciliation. Agent will reconcile each trust account monthly, comparing a trial balance of all property and owner ledgers, the journal balance, and the reconciled bank balance, as required by 21 NCAC 58A .0117, and will retain the signed reconciliation.

8.7a Trust Account Interest. Agent may place gross receipts and collections, including Tenant Deposits, in an interest-bearing trust account in Agent’s name at an insured North Carolina institution. Interest on such amounts belongs to **Owner**, except that as to Tenant Deposits the Lease will specify whether interest is payable to Owner or to the Tenant, and Agent will account for it as the Lease provides.

8.8 Transfer of the Property. If Owner sells or transfers the Property, Agent will within thirty (30) days transfer each Tenant Deposit to Owner’s successor and notify the Tenant, or return it to the Tenant, as required by **N.C.G.S. §42-54**.



Article 9 — Agent Compensation

ARTICLE 9 — AGENT COMPENSATION

Every fee Agent may charge Owner is stated in this Article and in Exhibit C. Agent will not charge Owner any fee that does not appear there.

9.1 Management Fee. Ten percent (10%) of Rent Collected each month, subject to a minimum of \$125 per month while the Property is occupied. **If no rent is collected in a month, no Management Fee is charged for that month.** The fee is earned when rent is collected and is withdrawn from the Operating Account by documented transfer.

9.2 Leasing Fee. Fifty percent (50%) of one month's rent, earned when a new Tenant takes occupancy under a Lease procured by Agent, payable from the first month's rent. This fee covers marketing, professional listing photography, showings, screening, lease preparation and the move-in inspection.

9.2a Cooperating Broker Compensation. Owner authorizes Agent to disburse, from the Leasing Fee otherwise payable to Agent under Section 9.2, an amount equal to ten percent (10%) of the first month's rent to any cooperating broker who procures a qualified Tenant for the Property, said amount to be paid from the Tenant's first month's rent held in trust before the balance of that fee and that month's rent are disbursed. This cooperating compensation is part of, and not in addition to, the Leasing Fee described in Section 9.2.

9.3 Renewal Fee. \$150 on each executed renewal with an existing Tenant.

9.4 Other Charges. The charges listed in **Exhibit C** apply only in the circumstances described there and only as stated.

9.5 Included at No Additional Charge. Routine maintenance coordination; the inspections under Section 4.9 and their written reports with photographs; monthly and year-end owner reporting; the annual rent review; the owner portal; and Agent's bookkeeping, software and office overhead.

9.6 Charges to the Tenant. Agent will charge a Tenant only the fees authorised by **N.C.G.S. §42-46** and stated in the Lease — a late fee of the greater of \$15.00 or five percent (5%) of the monthly rent, chargeable only once per late payment and only when rent is five or more calendar days late; and, at most **one** of the complaint-filing fee (greater of \$15.00 or 5%), the court-appearance fee (10% of monthly rent) or the second trial fee (12% of monthly rent), each only in the circumstances the statute permits; plus actual out-of-pocket court filing fees, service of process, and attorney fees not exceeding the statutory cap. Where rent is subsidised, each fee is calculated on the Tenant's share of the contract rent only. Application fees, a nonrefundable pet fee permitted by §42-53, and monthly pet rent are retained by Agent as compensation for processing, screening and pet-related risk oversight, and are never billed to Owner nor included in Rent Collected. **Agent will not place in any Lease, or claim, any fee the statute does not authorise.**

9.6a Late Fees and Returned Payment Fees. Where a Lease provides for a late fee or a returned-payment fee within the limits of §42-46, such fees when collected belong to **Agent**.

9.6b No Deduction From a Deposit Before the Tenancy Ends. No fee due Agent may be deducted from any Tenant Deposit until the tenancy terminates. After termination, fees due Agent from Owner may be deducted from the portion of the deposit payable to Owner.

9.6c Sale to a Tenant. If a Tenant who leases the Property during the Term enters into an agreement to purchase it during the Term, or during the initial term of that Lease, Owner will pay Agent a fee of _____, due at closing. *Leave blank if no such fee is charged.*

9.7 No Fee After Termination. Agent earns no Management Fee on rent collected after the effective date of termination. Fees earned before that date survive it.



Article 10 — Termination

ARTICLE 10 — TERMINATION

10.1 Automatic. This Agreement terminates automatically on the destruction, condemnation, sale, exchange or other disposition of the Property by Owner. A mortgage, refinance, or transfer between Owner-affiliated entities does **not** terminate this Agreement.

10.2 Mutual Consent. This Agreement terminates by mutual written consent of Owner and Agent, effective any date they agree.

10.3 Default. This Agreement terminates at the election of the non-defaulting party on any of the following, which each constitute a default: (a) the filing of, or consent to, a petition in bankruptcy or insolvency by either party, or the appointment of a receiver or trustee over substantially all of a party's assets remaining in effect ninety (90) days; (b) the failure of Agent to perform any duty or comply with any covenant of this Agreement, continuing thirty (30) days after written notice, except that **no notice is required in the event of Agent's misconduct**; (c) the failure of Owner to make available sufficient funds to maintain the Property in compliance with applicable law, continuing thirty (30) days after Agent's written notice of the need; or (d) the suspension or revocation of Agent's real estate licence.

10.3a Agent's Immediate Termination. Notwithstanding the notice periods above, Agent may terminate immediately on written notice if Owner seeks bankruptcy protection, the Property becomes subject to a foreclosure proceeding, or Owner fails promptly to pay or advance the sums necessary to meet Owner's obligations under N.C.G.S. §42-42.

10.4 Five Days. Within five (5) days after termination, Agent will close the accounts maintained for the Property, account for and deliver to Owner or to Owner's designated successor all funds held for Owner, including every Tenant Deposit and any prepaid rent, with the ledger supporting each.

10.5 Ten Days. Within ten (10) days after termination, Agent will deliver all keys, remotes and access codes; all Leases, addenda, applications and Tenant files; inspection reports and photographs; warranties, plans and surveys in Agent's possession; vendor contacts; and all other records and property concerning the Property.

10.6 Thirty Days. Within thirty (30) days after termination, Agent will submit to Owner all reports required under Section 4.12 to the date of termination, and Agent and Owner will account to each other on all matters outstanding.

10.6a Deposits on Transfer. Owner acknowledges that on receiving any Tenant Deposit transferred under Section 10.4, the Tenant Security Deposit Act requires Owner to hold it in a trust account with a licensed and insured North Carolina institution, or to furnish a bond. **Owner is responsible for any out-of-pocket transfer cost incurred by Agent.**

10.7 Transition. Agent will notify each Tenant in writing of the change in management and where to send rent, will assign to Owner such contracts concerning the Property as Owner requests to the extent permitted by those contracts, and will cooperate at no expense to Owner in an orderly transition, including a reasonable transfer call with the successor manager.



Article 11 — Cooperation

ARTICLE 11 — COOPERATION

If any claim, demand, suit or other legal proceeding arising out of matters relating to this Agreement is made or instituted by any person against either Owner or Agent, Owner and Agent will give each other all pertinent information and reasonable assistance in the defence or other disposition of it, at their own expense.



Article 12 — Consent

ARTICLE 12 — CONSENT

Wherever this Agreement requires the consent or approval of Owner or Agent, such consent or approval will not be unreasonably withheld or delayed, will be in writing, and will be executed by an authorised representative of the party granting it. Where a required consent is unreasonably withheld or delayed and that prevents Agent from complying with a legal requirement, Agent is not responsible for the resulting non-compliance, save that **Agent remains obliged to refuse any instruction that would violate fair housing law.**



Article 13 — Notices

ARTICLE 13 — NOTICES

All notices, demands, consents and reports provided for in this Agreement will be in writing and will be deemed received on the day of personal delivery or transmission by email to the address below, or on the third day after mailing if sent by United States certified or registered mail, postage prepaid, to:

IF TO OWNER

Name:

Address:

Email:

Phone:

IF TO AGENT

NLC Residential Group LLC

Attn: Nehemias Lugo-Cheverez

mailing address

Email: nehemias@nlcresidential.com

Phone: (910) 703-7164

Either party may change its address by written notice to the other.



Article 14 — Miscellaneous

ARTICLE 14 — MISCELLANEOUS

14.1 Limited Power of Attorney. Owner authorizes Agent, as Owner's attorney-in-fact, solely to: (a) execute Leases, renewals and addenda for the Property *as agent for Owner and in Owner's name* in accordance with Section 4.4; (b) collect rents and other sums due Owner; (c) establish and operate the trust accounts described in Article 8; and (d) serve statutory notices and execute pleadings in an action for summary ejectment under Section 4.6. **This power does not authorize Agent to sell, encumber or convey any interest in the Property, to sign as landlord or owner, or to bind Owner beyond the express scope of this Agreement.**

14.2 Entire Agreement. This Agreement, with its Exhibits, is the entire agreement between the parties and supersedes all prior discussions. No amendment is valid unless in writing and signed by both parties.

14.3 Waiver. A waiver of any term on one occasion is not a waiver of that term on any future occasion. Remedies are cumulative.

14.4 Severability. If any provision is held illegal, invalid or unenforceable, the remainder of this Agreement remains in full force and effect.

14.5 Relationship. Agent is an independent contractor. Nothing in this Agreement creates a relationship of employer and employee, a partnership, or a joint venture between Owner and Agent.

14.6 Governing Law and Venue. This Agreement is governed by and interpreted under the laws of the State of North Carolina. Venue lies in _____ County, North Carolina.

14.7 Dispute Resolution. Either party may seek injunctive relief or specific performance from a court at any time. For damages claims, the parties will first seek mediation before a mediator certified by the North Carolina Dispute Resolution Commission, in the county named above, with the mediator's fee shared equally. If mediation is unsuccessful, the dispute may be raised in any court with jurisdiction.

14.8 Attorney Fees. If a judicial proceeding is necessary to enforce or interpret any provision of this Agreement, the prevailing party is entitled to reasonable attorney fees, costs and expenses, at trial and on appeal.

14.9 Successors and Assigns. This Agreement binds and benefits the parties' respective successors and permitted assigns; provided that **Agent will not assign this Agreement or delegate its duties without Owner's prior written consent.**

14.10 Joint Owners. If Owner is more than one person or entity, each is jointly and severally bound, and Agent may rely on the direction of any one of them unless Owner designates a single point of contact in **Exhibit A**.

14.11 Counterparts and Electronic Signature. This Agreement may be executed in counterparts and by electronic signature, each of which is an original.

14.12 Signage and Marketing. Owner authorizes Agent to place a sign at the Property while it is marketed, subject to HOA and local rules, and to use photographs of the Property in marketing. Agent may retain those photographs in its portfolio after termination but will not represent that it still manages the Property.

14.13 No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit any person other than Owner and Agent, and no Tenant or other person may enforce any term of it.

14.14 Exhibits. All Exhibits are incorporated into this Agreement by reference.

14.14a Principal Contact. Owner represents that no other party with an interest in the Property must join in this Agreement. Either _____ or _____ serves as Owner's principal contact for making all decisions and receiving all notices and rental payments under this Agreement, and every person signing as Owner appoints either of them as Owner's agent and attorney-in-fact for that purpose.

14.14b Addenda. Any addenda to this Agreement are described here and attached: _____. Each forms an integral part of this Agreement, and in the event of a conflict the addendum controls.



Article 14 — Miscellaneous (continued)

14.15 Sale of the Property. Owner is free to sell the Property at any time. This Agreement imposes no obligation to list it with Agent or any affiliate of Agent, and **no fee is due to Agent on a sale.** If Owner elects to list the Property for sale, Owner will give Agent notice and a reasonable opportunity to present a listing proposal before engaging another firm. **Owner is under no obligation to accept it.** Any listing of the Property is a separate written agreement.



Article 15 — Owner's Obligations

ARTICLE 15 — OWNER'S OBLIGATIONS

15.1 Authority. Owner represents that Owner holds title to the Property, has full authority to enter into this Agreement, and that no other management or listing agreement covering the Property is in force as of the Effective Date.

15.2 Delivery. Before the Property is marketed, Owner will deliver the items listed in **Exhibit F**, including all keys, remotes and access codes; any existing Lease and the Tenant Deposit **with its ledger**; HOA documents; warranties; a W-9; and a certificate of insurance naming Agent as additional insured.

15.3 Disclosures. Owner will disclose to Agent in writing all known material defects in the Property, will execute the federal Lead-Based Paint Disclosure where the Property was built before 1978, and will provide any lead evaluation report in Owner's possession.

15.4 Funding and Habitability. Owner will maintain the Reserve and will promptly fund any shortfall on Agent's notice. **Owner will fund the repairs necessary to keep the Property fit and habitable under N.C.G.S. §42-42.** Owner acknowledges that this duty cannot be waived by the Tenant's acceptance of a failure to repair, and that a refusal to fund such a repair is a default under Section 10.3(c).

15.5 Mortgage, Taxes and HOA. Unless Owner directs Agent in writing to pay them from the Operating Account and funds them, Owner remains responsible for the mortgage, property taxes, insurance premiums and HOA assessments. Owner remains responsible for compliance with the HOA declaration and rules; **finances are Owner's expense**, except a fine caused solely by Agent's failure to act on a notice it received.

15.6 Utilities During Vacancy. Utilities remain in Owner's name and at Owner's expense whenever the Property is vacant. Heat, water and electricity must remain on so the Property can be shown, maintained and protected from freeze damage.

15.7 Non-Interference. Owner will direct all Tenant communication through Agent and will not enter the Property, negotiate with a Tenant, collect rent directly, or authorize work at the Property without notifying Agent, except in an emergency.

15.8 Notice of Sale, Foreclosure or Bankruptcy. Owner will notify Agent in writing promptly on deciding to sell, list or refinance the Property, and **within five (5) days** of receiving any notice of default, foreclosure, *lis pendens*, tax lien, or of Owner filing or being placed into bankruptcy. These events affect the Tenant's rights and Agent's authority.

15.9 Withdrawal From Market. If Owner withdraws the Property from the market after marketing has begun, or refuses without lawful cause to lease to an applicant Agent has approved under Exhibit E, Owner will reimburse Agent's documented out-of-pocket marketing and photography costs. No other fee is due.

15.9a Owner's Representations. Owner represents, to the best of Owner's knowledge, that as of the Effective Date: (a) Owner is not under bankruptcy protection; (b) the Property is not subject to a foreclosure proceeding; and (c) all past and current property taxes, mortgage payments and governmental or association assessments on the Property have been paid.

15.9b Interest on Unpaid Balances. Owner will pay interest at **ten percent (10%)** per year on any balance owed to Agent that remains unpaid more than **ten (10)** days after Agent's written request.

15.9c Septic and Occupancy. The Property is served by ☐ public sewer ☐ septic tank. **If septic, occupancy is limited to the number of bedrooms permitted by the septic permit.** Owner acknowledges that occupancy is otherwise generally limited to two persons per bedroom, subject to local limits and fair housing law.

15.9d Pets and Smoking. Pets ☐ are not permitted ☐ are permitted case by case under Agent's policy. Smoking ☐ is prohibited in any interior portion of the Property ☐ is permitted. Owner acknowledges that regardless of the pet policy, **a person with a demonstrated disability-related need has the right to be accompanied by an assistance animal, no pet fee may be charged for it, and that person remains liable for any damage the animal does to the Property.**



Article 15 — Owner's Obligations (continued)

15.10 Lawful Instruction. OWNER WILL NOT TAKE ANY ACTION OR ADOPT ANY POLICY THE EFFECT OF WHICH WOULD BE TO PREVENT AGENT FROM OFFERING THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING THOSE PROHIBITING DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, HANDICAP, FAMILIAL STATUS, SEXUAL ORIENTATION OR GENDER IDENTITY IN THE LEASING OF THE PROPERTY. Owner will not instruct Agent to take any action that would violate fair housing law, the Residential Rental Agreements Act, the Tenant Security Deposit Act, or N.C.G.S. §42-46. Owner acknowledges that Agent's refusal of such an instruction is not a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER SIGNATURE / DATE

PRINT NAME

AGENT — NLC RESIDENTIAL GROUP LLC, BY ITS AUTHORISED
BROKER / DATE

OWNER SIGNATURE (IF MORE THAN ONE) / DATE

PRINT NAME

Print name: Nehemias Lugo-Cheverez
Title: _____

Broker Licence No.: 332371

Firm Licence No.: C42957

21 NCAC 58A .0104(a) requires the broker's licence number to appear in this Agreement. A fully executed copy is delivered to Owner at signing.



Exhibit A — Property and Owner Information

EXHIBIT A — PROPERTY AND OWNER INFORMATION

ITEM	DETAIL
Property address	
County / Parcel ID	
Legal description	
Type / beds / baths / heated sq ft	
Year built — <i>pre-1978?</i>	☐ Yes — lead disclosure required ☐ No
Fossil-fuel appliance, fireplace or attached garage?	☐ Yes — CO alarms required ☐ No
Owner of record (all names on deed)	
Owner designated point of contact	
HOA / dues / contact	
Insurance carrier / policy no. / expiry	
Existing Lease in place?	☐ No ☐ Yes — term deposit held
Target rent / pets / smoking	
Utilities paid by Owner	
Septic or well?	☐ No ☐ Yes — permits attached



EXHIBIT B — IDENTITY OF INTEREST

Affiliated businesses. Agent, NLC Realty, NLC Notary Services and NLC Media Group are owned entirely by Nehemias Lugo-Cheverez and Armando Cheverez. NLC Realty provides its real estate brokerage services through Ipt Realty, LLC. Owner is never required to use any of them, and when Agent refers Owner to one of them, Agent will say so first.

Mortgage lending. Nehemias Lugo-Cheverez is also a licensed mortgage loan officer (NMLS 2619143) with Responsive Mortgage. He is paid by Responsive Mortgage only for loans he originates there himself. Neither Agent nor NLC Realty owns any part of Responsive Mortgage or receives any payment from it.

Legal services. Agent regularly uses Hutton Law for residential real estate matters and may use the firm for matters related to the Property. Agent has no ownership in Hutton Law and receives no payment for referring anyone to it.

Notary services. NLC Notary Services charges no more than North Carolina law allows (G.S. 10B-31): up to \$10 per notarized signature in person, \$15 for an electronic notarization and \$25 for a remote notarization, plus mileage at the federal business rate only if the signer agrees to it in writing beforehand. Owner may use any notary Owner prefers.

No referral payments. Agent does not accept payment for referring Owner to any lender, attorney, inspector, notary or other service provider.

Agent discloses the following additional relationships between Agent, or any principal of Agent, and any vendor, supplier, contractor, insurer or service provider used at the Property:

Write “None” if none. Agent will update this Exhibit in writing if an identity of interest arises during the Term.



Exhibit C — Fee Schedule

EXHIBIT C — FEE SCHEDULE

These are the only charges Agent may make to Owner under this Agreement.

CHARGE	AMOUNT	WHEN IT APPLIES
Management fee	10% of Rent Collected , min. \$125 /mo	Monthly, only on rent actually received. No rent, no fee.
Leasing fee	50% of one month's rent	Once, when a new Tenant takes occupancy. Includes any cooperating-broker compensation disbursed under Section 9.2a — not an additional charge to Owner.
Renewal fee	\$150	On each executed renewal.
Capital project coordination	10% of project cost	Owner-approved projects over \$2,500 only. Not routine repairs.
Eviction coordination	\$250 + actual costs	Only if a summary ejectment is filed. Court and attorney costs at cost.
Rekey / lock change	At cost	At turnover or where required for security. No markup.
Vendor invoices	At cost — no markup	Discounts and rebates credited to Owner.
Marketing withdrawal	Documented cost	Only under Section 15.9.
Early termination by Owner	NONE	Thirty days' notice. No fee, no buyout, no clawback.

Charged to the Tenant, never to Owner: application fee **\$75** per adult applicant; nonrefundable pet fee **\$300** per pet (permitted by §42-53); monthly pet rent **\$50** per pet, if any; and the statutory late and returned-payment fees under Sections 9.6 and 9.6a. Tenant technology or portal fee: ☐ none ☒ **\$10/month**, charged to the Tenant, retained by Agent.



Exhibit D — Approval Authority

EXHIBIT D — APPROVAL AUTHORITY

ACTION	WHO APPROVES
Routine repair at or under \$500	Agent, then reported
Repair over \$500	Owner, in writing, in advance
Emergency — danger to persons or property, loss of essential service, or a §42-42(a)(8) condition	Agent proceeds; notifies Owner within 24 hours
Smoke or CO alarm repair or replacement	Agent proceeds — statutory 15-day deadline
Service contract longer than one year	Owner, in writing
Setting or changing rent	Owner, on Agent's written recommendation
Accepting an applicant who does not meet Exhibit E	Owner, in writing
Filing a summary ejectment	Owner, in writing, unless pre-authorized here: ☐
Any structural change or addition	Owner, in writing



Exhibit E — Tenant Selection Criteria

EXHIBIT E — TENANT SELECTION CRITERIA

Applied uniformly and in the same order to every applicant, without regard to race, colour, religion, sex, familial status, national origin, or disability, or any other class protected by applicable law.

- **Income:** verifiable gross household income of at least 3× the monthly rent. All lawful sources counted equally, including housing assistance.
- **Credit:** minimum score of **620**. Medical collections and student loans in good standing are not counted against an applicant.
- **Rental history:** two (2) years verifiable, with no judgment for possession or money owed to a prior landlord within **3** years.
- **Employment:** verifiable, or documented equivalent.
- **Criminal history:** individualised assessment consistent with HUD guidance, considering the nature and seriousness of the offence, time elapsed, and evidence of rehabilitation. **An arrest without conviction is never a basis for denial.**
- **Occupancy:** two (2) persons per bedroom plus one.
- **Reasonable accommodation:** granted as required by law. **Assistance animals are not pets** and are not subject to pet fees, pet rent, or breed or weight restrictions.



Exhibit F — Owner Disclosures and Items Delivered

EXHIBIT F — OWNER DISCLOSURES AND ITEMS DELIVERED

- ☐ All keys, garage remotes, mailbox keys and access codes
- ☐ Any existing Lease and addenda, and the Tenant Deposit with its ledger
- ☐ HOA declaration, rules, dues statement and management contact
- ☐ Appliance, roof, HVAC and systems warranties
- ☐ Certificate of insurance naming Agent as additional insured
- ☐ Lead-Based Paint Disclosure and EPA pamphlet (*required if built before 1978*)
- ☐ Written disclosure of all known material defects
- ☐ Septic or well permits, if applicable
- ☐ W-9 and ACH payout details
- ☐ Confirmation that smoke alarms and, where required, CO alarms are installed and operable



Exhibit G — Maintenance and Emergency Protocol

EXHIBIT G — MAINTENANCE AND EMERGENCY PROTOCOL

TIER	RESPONSE	EXAMPLES
Emergency	Immediately, 24/7	No heat 1 Nov–31 Mar, no water, gas odour, sewage backup, flooding, electrical hazard, inoperable exterior lock, alarm failure, fire or storm damage
Urgent	24–48 hours	No air conditioning in summer, refrigerator failure, sole inoperable toilet, contained roof leak, reported moisture or mould
Routine	3–7 days	Dripping tap, appliance fault, minor drywall, fence, cosmetic
Owner project	Scheduled	Replacements, upgrades, turn work

Emergency contact: **(910) 703-7164**, answered at any hour.



Exhibit H — Insurance Requirements

EXHIBIT H — INSURANCE REQUIREMENTS

PARTY	COVERAGE
Owner	Landlord / dwelling fire policy appropriate to a tenant-occupied property; liability of not less than \$300,000 per occurrence, which may be part of the landlord policy; Agent named as additional insured; ten days' notice of cancellation to Agent.
Agent	Commercial general liability; errors and omissions covering property management; fidelity bond or equivalent covering funds held in trust.
Vendors	Liability and workers' compensation, evidenced in writing before work begins.
Tenant	Renter's insurance may be required by the Lease. Per N.C.G.S. §42-46(l), the Tenant may not be required to use a designated carrier or agent , and a charge may be made only if the Tenant fails to provide proof within three business days of request, capped at actual cost plus an administrative fee of \$50.00 per year.

**Exhibit I — Service Contracts****EXHIBIT I — SERVICE CONTRACTS**

The following service contracts are in existence as of the Effective Date. Agent's agreement to pay any of them does not relieve Owner of responsibility for the amount.

CONTRACT — PROVIDER AND CONTACT	OWNER PAYS	AGENT PAYS	N/A
Home warranty	☐	☐	☐
Pest control	☐	☐	☐
HVAC	☐	☐	☐
Lawn service	☐	☐	☐
Other	☐	☐	☐

HOA dues will be paid by ☐ Owner ☐ Agent. If Agent pays, Owner remains responsible for the amount under Section 15.5.

NLC Residential Group LLC · (910) 703-7164 · nehemias@nlcresidential.com
Nehemias Lugo-Cheverez, Sole Member & Manager, NLC Residential Group LLC
Equal Housing Opportunity

NLC Residential Group LLC · NC Firm Licence C42957

Equal Housing Opportunity. All brokerage activity is conducted without regard to race, colour, religion, sex, national origin, handicap or familial status, and without regard to sexual orientation or gender identity.