

1. TERM OF AGREEMENT

- a. This Agreement shall begin on _____ and continue on a day-to-day basis until terminated by either party.
- b. The Owner may terminate this Agreement at any time with written notice. There are no termination fees associated with termination of this Agreement.**
- c. Once the Manager has collected rent for the month, management fees shall be deemed earned and non-refundable.

2. RESPONSIBILITIES OF MANAGER

Manager shall perform the following services:

- a. Advertising the Property and leasing to prospective residents.
- b. Screening and approving residents in accordance with Manager criteria and applicable laws.
- c. Accepting rental applications, deposits, and other payments as permitted by law. Security deposits shall be held in an FDIC-insured trust account.
- d. Preparing, renewing, negotiating, and terminating lease agreements.
- e. Collecting rent and maintaining accounting records in the management portal.
- f. Depositing funds into designated FDIC-insured accounts.
- g. Maintaining records accessible while the owner is an active client. The owner understands historical records may not be available after termination.
- h. Providing monthly income and expense statements.
- i. Disbursing net proceeds via ACH monthly (around the 10th, subject to holidays).
- j. Serving legal notices for non-payment or lease violations.
- k. Filing eviction actions. Legal costs are Owner responsibility. PAM charges \$1,000 plus legal fees for non-PAM placed evictions.

3. MAINTENANCE AND REPAIRS

a. Manager shall oversee repairs necessary to maintain the Property in rentable condition.

b. Manager may procure materials and services at Owner expense and supervise contractors.

c. Maintenance Approval Requirement:

Manager must obtain Investor approval for any single expense exceeding **\$500**, except in statutory or emergency situations necessary to protect the Property or maintain required resident services, including but not limited to:

- No heat
- Plumbing failures
- Electrical failures
- Appliance performance necessary for habitability
- Conditions required under applicable housing statutes

In such emergency situations, Manager may proceed without prior approval.

d. Manager shall respond promptly to resident maintenance requests based on urgency.

e. Owner agrees not to communicate directly with residents. Violations may result in a \$500 administrative fee.

f. Operating Reserve Requirement:

Owner shall maintain:

- \$500 reserve for one unit
- \$1,000 reserve for two or more units

Reserves shall be replenished before monthly disbursements.

g. The manager may procure materials, tools, and services at the owner's expense.

h. Managers may hire and supervise independent contractors as needed.

4. SCHEDULE OF FEES

a. Management Fees

Monthly Management Fee: ____% of collected rent

b. Placement Fee

One month's rent

\$1,500 flat fee

Both options include a **12-Month Replacement Guarantee**.

If a PAM placed resident is removed before completing twelve (12) months of paid rent, replacement guarantee terms shall apply.

c. Lease Renewal Fee: \$300

d. Maintenance Coordination & Technology Fee: \$10 per maintenance charge

e. Manager retains collected **Late fees**

f. Manager retains collected **Pet fees**

5. OTHER MANAGER COMPENSATION

Managers may receive additional compensation, payable by Residents, Vendors or Third Parties, in relation to services under this Agreement. This compensation may include, but is not limited to: Credit check fees, Resident benefit packages, returned check fees (NSF), rent processing, lease preparation, pet administration, lease break, lease assignment, utility concierge and risk mitigation.

6. BILL PAYMENT AND OWNER FUNDS

On a monthly basis, the Manager shall deduct from all funds collected on behalf of the Owner any management fees, repair expenses, payments made on the Owner's behalf, and any other amounts authorized under this Agreement.

If the funds collected are insufficient to cover these amounts, the Owner shall remit the required funds to the Manager within ten (10) days after receiving the Owner statement showing the shortage.

If the Owner's account reflects a negative balance at any time during a monthly period, whether intentional or not, an overdraft fee of one percent (1%) per month (twelve percent (12%) annual percentage rate) shall be applied until the balance is restored to greater than

zero (\$0). The overdraft fee will be assessed beginning ten (10) days after the Manager has requested the Owner to provide the necessary funds.

7. BUSINESS EXPENDITURES

Manager will pay all expenditures necessary for supplies required to complete Manager's duties here under. Owner shall reimburse Manager within (10) ten days, for all costs expended by Manager for the maintenance, repair and improvement of Property.

8. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and insure to the benefit of the successors and assigns of Manager and the administrators, successors, heirs and assigns of Owner. Notwithstanding the preceding sentence, Manager shall not assign its interest under this Agreement except in connection with the substantial sale of its business. In the event of such sale, Manager shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

9. INDEMNIFICATION

Owner agrees to indemnify and hold Manager harmless for losses, damages, costs, and expenses, including attorney's fees, arising out of this Agreement unless caused by Manager's gross negligence or intentional Wrongdoing.

10. INSURANCE

Owner agrees to carry comprehensive insurance covering the Property in an amount that Owner deems appropriate for replacement coverage, with a minimum of \$1,000,000 liability coverage, and direct the company.

11. COMPLIANCE WITH LAWS

Owner shall comply with all laws, ordinances, regulations, and lease terms, present or future, in any way relating to the ownership, use or maintenance of the Property throughout the term of this Agreement, and Owner shall indemnify the Manager against all liability it may incur due to the Owner's failure to comply with such ordinances, regulations and lease terms. This means the owner is agreeing to pay for the manager's attorney's fees and any fines, fees, penalties, judgements, and/or other costs incurred by the manager as a result of Owner's failure Herein.

12. NO WAIVER

The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

13. ENTIRE AGREEMENT / GOVERNING LAW

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. Any change to this Agreement must be in writing and signed by both parties. This Agreement shall be construed and enforced according to the laws of the State of Wisconsin. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision had never been included.

14. DEFAULT

In the event of a default by either party, this Agreement may be terminated if the default is not cured within fifteen (15) days after service of written notice of default to the other party. In the event that any legal proceedings are filed as a result of any default under this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees, court costs, and related expenses incurred in connection with such proceedings.

15. ELECTRONIC 1099 CONSENT

Owner consents to electronic delivery of IRS Form 1099.

16. PROPERTY ACCESS AND LOCKBOXES

Manager is authorized to place a lockbox on the Property for the convenience and use of Manager, Vendors, Cooperating Brokers or other necessary parties. The manager may provide the lockbox code or may use an automated electronic lockbox system that allows access to the property for prospective tenants. Owner fully releases, discharges and holds harmless Manager and its agents, officers, and employees from any losses, damages, judgments, expenses (including reasonable attorney's fees), claims and actions of any kind, arising out of or relating to Manager's use of such a lockbox system.

17. INVESTOR PET SELECTION

Select applicable:

- Owner accepts cats
- Owner accepts dogs
- Owner accepts all pets
- ESA only per fair housing laws

18. COMMUNICATION

Performance Asset Management

Portal: www.pammke.com

Phone: 414-368-0207

Email: investors@pammke.com

Mail: 777 N Jefferson St, Suite 408, Milwaukee, WI 53202

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement:

INVESTOR

Signature: _____

Date: _____

INVESTOR

Signature: _____

Date: _____

MANAGER — PERFORMANCE ASSET MANAGEMENT

Signature: _____

Date: _____