Hawk Mgmt, Inc.

6700 Fallbrook Ave. Suite 160 • West Hills, CA 91307
(424) 777-9848

1. 1. Property Management Agreement

1.1 INVESTOR RISK DISCLOSURE AND SELF-ACCREDITATION

Hawk Mgmt, Inc. is engaged in the business of property management. Our role is to provide a legally compliant, professional management experience that minimizes the risks associated with owning and leasing residential real estate. However, owning rental property inherently involves legal, regulatory, and financial risks beyond Hawk Mgmt, Inc's control.

Hawk Mgmt, Inc. makes no guarantees as to the financial performance of your property or any tenant placed within it. The success of your investment depends on a variety of factors, including market conditions, property condition, tenant behavior, and your own financial readiness to absorb normal investment risks.

By initialing below, Owner acknowledges the following:

◈ Owner understands that owning rental real estate carries inherent risks, including but not limited to:

- Periods of vacancy and loss of rental income
- Tenant non-payment or late payment of rent
- Property damage caused by tenants or third parties
- Unexpected repairs, maintenance, or capital expenses
- Changes in market rental rates or local regulations
- Legal expenses related to lease enforcement or eviction

◈ Owner acknowledges that Hawk Mgmt, Inc. cannot guarantee the financial performance of the property, the behavior of tenants, or uninterrupted rental income.

◈ Owner affirms having adequate financial resources to engage in rental property ownership and to cover expenses associated with vacancy, non-payment, or repairs. As a general guideline, Owner should maintain a financial reserve equivalent to at least three months of rent per property under management.

◈ Owner acknowledges reviewing and understanding the risks described in this disclosure and is proceeding with full awareness of these potential outcomes.

1.2 EMPLOYMENT OF AGENT

<<Owner Name(s)>> ("Owner") hereby employs and grants to Hawk Mgmt., Inc., a California corporation ("Agent"), together with its successors, assigns, and affiliates, the exclusive right to lease, operate, and manage the property located at **<<Property Address>>** (the "Premises"), on the terms set forth herein.

This Agreement shall commence on **<<Management Start Date>>** and continue for an initial period of one (1) month, thereafter automatically renewing for successive thirty (30) day periods on the same

terms and conditions unless terminated as provided below.

Either party may terminate this Agreement upon thirty (30) days' prior written notice. Notwithstanding the foregoing, Agent may terminate this Agreement at any time, with or without cause, upon written notice to Owner. In addition, Agent may immediately terminate this Agreement if, in Agent's sole and absolute discretion, Owner fails to perform any material obligation under this Agreement, interferes with Agent's duties, fails to maintain required insurance coverage, or engages in any act or omission that poses a legal, financial, reputational, or operational risk to Agent.

Owner represents and warrants that Owner is the sole legal owner of the Premises, or otherwise possesses full authority to execute and perform this Agreement on behalf of all owners of the Premises. Owner shall indemnify and hold Agent harmless from any claims arising from a breach of this representation.

By initialing below, you acknowledge and agree to the terms in Section 1.

X_____
Initial Here

2. 2. Agent Duties

2.1 AGENT DUTIES

Agent shall perform the following duties with reasonable care and diligence:

1. Exercise due diligence in the administration and management of the Premises pursuant to this Agreement.
2. Prepare and provide to Owner monthly statements reflecting receipts, expenses, charges, and distributions, and remit to Owner the net proceeds, if any, after deducting all authorized amounts. If in any month the disbursements and charges exceed the rents or other income collected, Owner shall promptly pay such excess upon Agent's demand. Agent may withhold further distributions until such deficiency is satisfied.
3. Maintain a reserve fund in Agent's trust account in the amount of $1,000.00. If at any time the reserve falls below this amount, Agent may withhold distributions to Owner or require immediate replenishment by Owner to restore the reserve balance.
4. Deposit all receipts collected from tenants (after deducting authorized fees and expenses) into a trust account maintained in accordance with applicable law, separate from Agent's personal accounts. Agent shall not be liable to Owner in the event of the bankruptcy or failure of any depository. Only a designated officer of Agent shall be an authorized signer on such account.
5. Disburse Owner's funds held in Agent's trust account in the following order of priority:
   a. Management fees and other compensation due Agent under this Agreement;
   b. All other operating expenses, costs, and obligations payable from Owner's funds;
   c. Required reserves and security deposits held by Agent; and
   d. The remaining balance, if any, to Owner, together with monthly statements. Funds will generally be disbursed on or about the 20th day of each month, subject to available cash flow.

By initialing below, you acknowledge and agree to the terms in Section 2.

X_____
Initial Here

3. Agent Authorities and Powers, and Agency Relationship

3.1 AGENT AUTHORITIES AND POWER

Owner grants Agent the following authorities and powers, and shall be responsible for all expenses incurred in connection therewith:

1. To advertise the availability for rental of the Premises or any part thereof, display "For Rent" signs, approve or deny rental applicants in Agent's sole and absolute discretion (provided such discretion is exercised in accordance with applicable fair housing laws), execute, renew, or cancel leases, collect rents and other charges, issue receipts, terminate tenancies, serve notices, and institute, prosecute, settle, or compromise actions to evict tenants or recover possession of the Premises or sums due. Any lease executed by Agent shall not exceed one year without Owner's prior written approval.

2. To make or cause to be made repairs, alterations, and decorations; to purchase supplies, including but not limited to office or administrative supplies, and to pay all bills related thereto. Agent shall secure Owner's prior approval, whether written or verbal, for all non-emergency expenditures exceeding $1,000.00 in any single instance. Notwithstanding the foregoing, Agent may make or authorize, without prior approval, any emergency repairs or expenditures that, in Agent's sole and reasonable discretion, are necessary to safeguard the Premises, maintain tenant habitability, prevent further property damage, or comply with legal obligations. Agent shall have no obligation to advance its own funds for any such costs, and Owner shall promptly reimburse Agent upon demand.

3. Agent may recommend or select vendors, contractors, or service providers to perform work on the Premises based on availability, cost, experience, and operational needs. Notwithstanding any recommendation or selection by Agent, all such vendors shall be deemed contractors of Owner, not Agent. Owner acknowledges and agrees that Agent shall not be liable for the performance, delays, pricing, workmanship, or failure of any vendor or contractor to complete work, except to the extent such issues are caused by Agent's gross negligence or willful misconduct. Owner remains solely responsible for all amounts due to vendors and for ensuring compliance with applicable labor and contractor laws.

4. To hire, supervise, and discharge all labor and employees required for the operation and maintenance of the Premises. Agent may perform its duties through attorneys, agents, employees, contractors, or affiliated companies, and shall not be responsible for their acts or omissions provided reasonable care is exercised in their selection and retention.

5. To enter into contracts in Owner's name for utilities and services such as electricity, gas, water, waste removal, telephone, window cleaning, and similar items. Owner shall assume, upon termination of this Agreement, the obligations of any such contracts.

6. To pay, from Owner's funds, second trust deed payments, employee taxes, special assessments, insurance premiums, and any other items designated by Owner. Agent shall not be responsible for late fees, penalties, or interest if sufficient funds are not available. Owner shall be solely responsible

for first trust deed payments and property taxes.

7. To refund tenants' security deposits in accordance with applicable law and, if required, to pay interest on such deposits. Agent may, at any time in its sole discretion, transfer security deposits to Owner, at which point Owner shall assume full responsibility for compliance with all laws relating to the handling, return, or application of such deposits. Owner agrees to indemnify and hold Agent harmless from any claims, penalties, or disputes arising from security deposits once transferred.

8. Agent may, at its discretion, pursue collection of debts owed by former tenants either through a third-party collection agency or through Agent's own collection efforts. If a third-party collection agency is engaged, Owner agrees to the collection agency's standard contract terms and to pay the agency a fee equal to forty percent (40%) of the amount recovered. If Agent elects to pursue collection directly, Agent shall be responsible for all related legal or collection costs and shall be entitled to retain forty percent (40%) of all amounts recovered as compensation for such collection activities. Any remaining recovered funds shall be remitted to Owner.

9. Agent may advertise the Premises in the Multiple Listing Service ("MLS") at no additional charge to Owner, provided that Owner first gives written approval via email authorizing such advertising. As a condition of MLS advertising, Owner agrees to pay a referral commission of three percent (3%) of the lease value to any referring broker who procures a tenant, in addition to the management and leasing fees otherwise due to Agent under this Agreement. Such referral commission shall be paid at the same time as Agent's commission and shall be deducted from Owner's funds held in trust. Absent Owner's written email approval, Agent shall have no obligation to advertise the Premises in the MLS.

3.2 AGENCY RELATIONSHIP

Owner acknowledges and agrees that Agent may act as a dual agent, representing both Owner and tenants, in any transactions related to the leasing and management of the Premises. If the Premises include residential property with one-to-four dwelling units and a tenancy is established or renewed for a term exceeding one year, Owner acknowledges receipt of all applicable statutory disclosures regarding agency relationships.

Owner further understands that Agent may have or obtain property management agreements on other properties, and that prospective tenants may consider, make offers on, or lease such other properties managed by Agent. Owner expressly consents to Agent's continued representation of other owners' properties before, during, and after the term of this Agreement, and waives any claim arising from such simultaneous representation.

3.3 APPLICANT SCREENING CRITERIA

Owner acknowledges and agrees that Agent shall screen rental applicants based on Agent's published Applicant Screening Criteria, which are established on a company-wide basis and applied uniformly in compliance with all applicable federal, state, and local fair housing laws. The current criteria are made available on Agent's website and are subject to change from time to time at Agent's sole discretion.

Owner is solely responsible for reviewing the most current version of the Applicant Screening Criteria, as posted on Agent's website. Agent shall have no obligation to notify Owner of any updates or modifications. Owner further agrees that the criteria are standardized across all properties managed by Agent and may not be altered, customized, or influenced by Owner in any way. Owner waives any claim or liability related to the approval or rejection of any applicant screened in accordance with

Agent's criteria.

3.4 SALE OF PROPERTY

If the Premises is sold to any tenant placed or screened by Agent, or to any buyer who was directly introduced to the Premises by Agent, either during the term of this Agreement or within twelve (12) months after its termination, Owner agrees to pay Agent a real estate commission as follows: (a) three and one-half percent (3.5%) of the total sale price if Agent represents only the Owner in the transaction, or (b) six percent (6%) of the total sale price if Agent represents both the Owner and the buyer in the transaction. Such commission shall be due and payable at closing and shall apply regardless of whether the sale is completed through another broker or directly by Owner.

Agent reserves the right, at its sole discretion, to terminate this Agreement upon written notice if Owner lists the Premises for sale with another broker or elects to sell the Premises directly.

The obligations in this Section shall survive the termination or expiration of this Agreement.

3.5 HOME WARRANTIES

Owner acknowledges that Agent generally does not recommend the use of home warranty companies for property management purposes. Home warranty providers frequently deny coverage for necessary repairs, have delayed response times, and use vendors that may not meet Agent's performance standards. Such delays and denials may result in habitability issues, legal exposure, or tenant dissatisfaction.

Should Owner elect to maintain a home warranty on the Premises, Agent will make a reasonable effort to coordinate with the warranty provider but makes no guarantee that all service requests will be routed through the home warranty. In the event of habitability concerns, emergency situations, or unreasonable delay by the warranty provider, Agent may, in its sole discretion, authorize repairs through a non-warranty vendor. Any resulting costs not covered by the home warranty shall be the sole responsibility of Owner.

Owner remains financially responsible for all repair costs, including any not submitted to or reimbursed by the home warranty provider. Agent shall have no liability for the denial of coverage or performance failures by any home warranty provider.

Agent will charge a coordination fee of $95.00 for coordinating home warranty claim.

3.6 SERVICE AND EMOTIONAL SUPPORT ANIMALS

Owner acknowledges that service animals and emotional support animals (collectively, "Assistance Animals") are not legally considered pets and are therefore not subject to pet restrictions, deposits, or fees. Agent shall handle all Assistance Animal requests in accordance with applicable federal, state, and local fair housing laws, including but not limited to the Fair Housing Act and California's Fair Employment and Housing Act.

Agent utilizes a third-party pet screening service to assist in reviewing Assistance Animal accommodation requests. This service helps ensure consistent, compliant evaluation of documentation and eligibility in accordance with legal requirements. Agent retains full authority to determine, based on the pet screening results and legal standards, whether an Assistance Animal request shall be approved.

Owner shall not interfere with or attempt to influence Agent's handling of Assistance Animal requests. Agent shall not be liable for any claims, penalties, or disputes arising out of its good-faith reliance on

the screening service or its processing of any request in accordance with applicable law.

3.7 WEAR AND TEAR

Owner acknowledges that under applicable landlord-tenant law, including California Civil Code §1950.5, tenants cannot be held responsible for costs associated with ordinary wear and tear. As a rental property, the Premises is a business asset and will naturally incur ongoing cleaning, maintenance, and cosmetic deterioration through normal use.

Owner agrees to bear the cost of all repairs, replacements, or maintenance deemed by Agent to fall within the scope of normal wear and tear. Such items may include, but are not limited to, minor scuff marks, worn flooring or carpeting, faded paint, minor nail holes, and deterioration due to aging or routine use.

Agent shall have the authority to make reasonable determinations as to whether a condition constitutes wear and tear versus tenant damage, and shall not be liable for any claims or disputes arising from such determinations made in good faith.

By initialing below, you acknowledge and agree to the terms in Section 3.

X_____
Initial Here

4. Owner Duties

4.1 OWNER DUTIES

Owner Obligations. Owner agrees to fully perform the following obligations throughout the term of this Agreement:

1. Owner shall promptly pay any shortfall if disbursements, expenses, fees, charges, reserves, or other sums due in connection with the Premises exceed collected rents or funds held by Agent on Owner's behalf. Owner shall remit such payment within five (5) days after written notice from Agent. Agent shall have no obligation to advance funds on Owner's behalf; however, if Agent elects to do so, any unpaid balance shall accrue a service charge at the lesser of ten percent (10%) per annum or the maximum lawful rate until paid in full.

2. Owner shall defend, indemnify, and hold harmless Agent and Agent's officers, directors, members, managers, employees, agents, affiliates, and representatives from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, expenses, fines, penalties, and judgments, including reasonable attorneys' fees and expert witness fees, arising out of or related to (a) the ownership, leasing, management, maintenance, repair, condition, use, occupancy, or operation of the Premises, (b) any act or omission of Owner or Owner's contractors, vendors, employees, agents, invitees, or representatives, or (c) any breach by Owner of this Agreement or of applicable law. Notwithstanding the foregoing, Owner shall not be required to indemnify or hold harmless Agent to the extent a claim is finally determined by a court of competent jurisdiction to have resulted from Agent's gross negligence, willful misconduct, or material violation of applicable law. This provision is intended to be interpreted and enforced to the maximum extent permitted under California law, including Civil Code §1668, and shall survive the termination of this Agreement.

3. Owner shall defend, indemnify, and reimburse Agent and Agent's officers, employees, and representatives for any and all claims, investigations, administrative proceedings, damages, losses, liabilities, costs, and expenses arising out of or relating to the ownership, management, leasing, or operation of the Premises or compliance with Owner's instructions, including, without limitation, reasonable attorneys' fees, court costs, settlement amounts, fines, penalties, and costs of response associated with alleged or actual violations of fair housing, credit reporting, environmental, employment, habitability, privacy, or other applicable laws. Notwithstanding the foregoing, Owner shall not be responsible for any loss, liability, cost, or expense to the extent it is finally determined by a court of competent jurisdiction to have resulted from Agent's gross negligence, willful misconduct, or material violation of applicable law. Agent shall not be required to comply with any instruction from Owner that Agent reasonably believes may violate applicable law, conflict with industry or licensing requirements, or expose Agent to legal liability, and Agent may decline to act on any such instruction without liability to Owner. Owner's obligations under this paragraph shall survive the termination of this Agreement.

4. Owner shall defend, indemnify, and hold Agent and Agent's officers, employees, and representatives harmless from and against any and all claims, demands, investigations, administrative proceedings, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to alleged or actual violations of any federal, state, or local labor, wage and hour, payroll, workers' compensation, unemployment, or employment laws in connection with the Premises or any individual performing work at or for the Premises. It is expressly understood and agreed that all individuals performing services related to the Premises, whether directly or indirectly engaged, are employees, independent contractors, or agents of Owner and not of Agent, unless Agent has expressly agreed otherwise in a separate signed writing. Owner shall be solely responsible for all wages, payroll taxes, withholdings, benefits, workers' compensation coverage, unemployment insurance contributions, penalties, liquidated damages, settlements, judgments, and related legal expenses associated with such individuals. Notwithstanding the foregoing, Owner shall not be responsible for any loss, liability, cost, or expense to the extent it is finally determined by a court of competent jurisdiction to have resulted from Agent's, Agent's officers, employees, and representatives' gross negligence, willful misconduct, or material violation of applicable law. Owner's obligations under this paragraph shall survive the termination of this Agreement.

5. Owner shall provide timely advance written notice to Agent if Owner desires Agent to manage payment of mortgage obligations, insurance premiums, property taxes, assessments, utilities, or other expenses. Absent such written direction and sufficient available funds, Agent shall have no responsibility for making such payments or for any late fees, penalties, interest, lapses in coverage, defaults, or other consequences resulting from nonpayment.

6. During the term of this Agreement, Owner shall not communicate directly with tenants regarding leasing, possession, rent, notices, maintenance, repairs, entry, disputes, renewals, terminations, or other operational matters relating to the Premises, except in the case of emergency or with Agent's prior written consent. Owner acknowledges that unauthorized direct communications may interfere with Agent's management duties, compromise legal compliance, create inconsistent instructions, and expose both parties to liability. Agent shall not be responsible for any claim, dispute, delay, cost, or liability arising from Owner's direct communications with tenants.

7. Owner shall not engage, instruct, retain, or negotiate with any vendor, contractor, or service provider performing work on or relating to the Premises without Agent's prior written consent during the term of this Agreement, except in the case of emergency. Any unauthorized engagement shall constitute a material breach of this Agreement, and Owner shall be solely

responsible for all resulting costs, delays, claims, liabilities, and damages. Agent shall have no responsibility for the quality, timeliness, legality, supervision, or outcome of any work performed outside Agent's authorization or oversight.

8. Owner shall comply, at Owner's sole cost and expense, with all applicable federal, state, and local laws, ordinances, regulations, orders, and codes relating to the ownership, leasing, maintenance, condition, and operation of the Premises, including, without limitation, fair housing, landlord-tenant, rent control, habitability, building, health and safety, environmental, and wage and hour laws.

9. Owner shall review all statements, invoices, reports, accountings, and other records furnished by Agent within fourteen (14) calendar days after delivery. Any objection must be made in writing within that period and must describe the specific basis for the objection. If Owner fails to timely object, such materials shall be deemed approved and accepted by Owner as accurate and binding for all purposes, except in the case of fraud or manifest mathematical error. Owner waives any claim based on an untimely objection.

10. Owner shall provide Agent with at least ninety (90) days' prior written notice if Owner does not wish for an existing tenancy or lease to be renewed or extended. In the absence of such timely notice, Agent is authorized to negotiate and execute a renewal or extension on Owner's behalf on terms substantially consistent with the existing lease, subject to reasonable market-based adjustments in rent, term, and other customary leasing terms consistent with applicable law and Agent's leasing policies. Owner shall be bound by any such renewal or extension and waives any contrary objection not communicated in accordance with this paragraph.

11. Owner shall promptly disclose to Agent in writing any known or suspected defect, hazard, code issue, notice of violation, dangerous condition, environmental condition, mold, water intrusion, pest condition, security issue, or other unsafe or unlawful condition affecting the Premises. Owner acknowledges that failure to do so may result in injury, delay, governmental action, or legal liability, and Agent shall not be responsible for any resulting loss or claim to the extent caused by Owner's failure to disclose.

12. Owner shall reimburse Agent within twenty-four (24) hours after notice for any tenant payment chargeback, reversal, clawback, ACH dispute, credit card dispute, returned payment, processor reserve, or similar debit relating to the Premises. Agent is authorized to offset or deduct any such amount, together with any related fees or costs, from rents, reserves, or future distributions otherwise payable to Owner, and Owner waives any objection to such offset or deduction.

13. Owner shall not interfere with Agent's performance of duties under this Agreement. Prohibited interference includes, without limitation, issuing instructions directly to tenants or vendors, independently scheduling work, making promises or representations on leasing or repair matters, withholding material information, or conducting negotiations outside Agent's control. Any such interference shall constitute a material breach of this Agreement and shall entitle Agent, in addition to any other rights or remedies, to suspend performance or terminate this Agreement upon written notice.

14. Owner shall cooperate fully with Agent in connection with any claim, dispute, investigation, audit, insurance matter, governmental inquiry, or legal proceeding involving the Premises or this Agreement. Owner shall timely provide documents, information, authorizations, declarations, and testimony reasonably requested by Agent and shall appear at hearings, mediations, depositions, trials, or other proceedings if reasonably necessary. Owner shall reimburse Agent for reasonable out-of-pocket costs incurred as a result of Owner's failure to timely cooperate.

15. Owner shall remain financially responsible for any tenant-caused damage, loss, unpaid charge, remediation cost, or other expense to the extent not recovered from the tenant, the security deposit, or applicable insurance. Agent may, but shall not be obligated to, pursue collection, settlement, insurance, or other recovery efforts. Owner shall reimburse Agent for all reasonable collection costs, administrative charges, attorneys' fees, court costs, and related expenses incurred in connection with such efforts.

4.2 INSURANCE

At all times during this Agreement, Owner must maintain in effect:

- Comprehensive public liability insurance with minimum coverage of $1,000,000, naming Agent (Hawk Mgmt, Inc.) as an additional insured.
- Fire and extended hazard insurance in an amount equal to the full replacement cost of the structure and improvements.
- Any additional insurance required by law or as reasonably deemed necessary by Agent.

Owner understands that it is their sole responsibility to procure and maintain all required insurance. Agent shall not be responsible for selecting, renewing, or verifying the adequacy of insurance coverage.

Failure to maintain required insurance coverage, including naming Agent as an additional insured, shall constitute a material breach of this Agreement and grounds for immediate termination by Agent.

If Owner fails to provide proof of required insurance within fifteen (15) days of the Commencement Date, or if any required policy lapses, Agent may, but is not obligated to, obtain insurance coverage on Owner's behalf under Broker's Master General Liability policy or any available insurance option. Agent may charge all related premiums, administrative fees, penalties, and expenses to Owner. Owner expressly authorizes Agent to deduct such charges from any Owner funds held in trust, or to invoice Owner directly.

Owner remains solely responsible for any uncovered losses, claims, or liabilities arising during any period of noncompliance.

If Owner fails to provide the required liability coverage, they will be enrolled in the Broker's Master General Liability Insurance policy at the cost of $20.00 per unit per month, plus a $8.00 administration fee, totaling $28.00 per month per unit. This coverage is included if Owner has elected the ProtectionPlus bundle option (see ProtectionPlus Addendum). These rates are subject to change with thirty (30) days' written notice.

Owner may opt out of the Broker's Master General Liability policy at any time by providing evidence of compliant public liability insurance that names Agent as an additional insured.

All insurance policies must include a clause requiring thirty (30) days' notice of cancellation and must list Agent as an additional insured on the liability portion.

Owner agrees to indemnify and hold Agent harmless from any claims, damages, or liabilities arising during any period in which insurance coverage is not properly maintained or is later found to be inadequate. This includes any denial of coverage or defense by Owner's insurer. Owner remains responsible for all claims, losses, and litigation expenses in such instances.

Owner further acknowledges that many insurance policies do not cover vacant dwellings, and should consult their insurance agent to determine whether additional vacancy coverage is necessary.

By initialing below, you acknowledge and agree to the terms in Section 4.

X_____
Initial Here

5. Management Fees, Disclosure regarding compensation, and Disclosure regarding affiliated companies

5.1 MANAGEMENT FEES

Owner agrees to pay Agent the following fees and charges, which may be deducted from Owner's trust account balance unless otherwise stated:

1. Initial Set-Up Fee: $250.00 (includes four virtually staged photos).
2. Leasing Fee: An amount equal to Leasing Commission% of one full month's rent for each new lease executed.
3. Monthly Management Fee:
   A monthly fee equal to Management Fee% of the gross monthly rent collected for the Premises. This amount shall be specified in the Fee Schedule, Addendum, or other written communication from Agent to Owner and may be adjusted from time to time by Agent upon thirty (30) days' prior written notice to Owner.

   Minimum Fee During a Declared Emergency: During any period in which a federal, state, or local government has declared a state of emergency or disaster affecting the Premises (for example, the COVID-19 pandemic), the Management Fee for each month shall be the greater of (a) the percentage fee described above or (b) $100.00 per unit, whether or not tenants pay rent for that month. This minimum fee ends with the month in which the emergency declaration is lifted.
4. Lease Renewal Fee: $Renewal Commission per renewal (includes annual walkthrough).
5. Late and NSF Fee Retention: Agent shall retain 100% of any late fees and non-sufficient funds (NSF) fees collected from tenants.
6. Quarterly Tax Filing for Out-of-State and Out-of-Country Owners: $50.00 per quarter.
7. After-Hours On-Site Work by Agent: $150.00 per hour, including travel time. Availability is not guaranteed and shall be subject to Agent's scheduling discretion.
8. Non-Routine Services Fee:
   If Owner requests Agent to perform services beyond the scope of standard property management, a separate fee of $150.00 per hour will apply. Non-routine services include, but are not limited to:
   - Modernization or capital improvements
   - Mold remediation, fire restoration, or insurance-related coordination
   - Refinancing, court appearances, planning/zoning petitions
   - Construction oversight, expert witness testimony
   - Homeowners' association meetings
   - Debt collection efforts or public agency representation

   Evictions, unlawful detainer actions, or any related tenant legal proceedings are not included in

standard management services and shall be billed at a rate of $150.00 per hour. Owner shall also be responsible for actual court costs, filing fees, and attorney fees.

9. Miscellaneous Fees:
   Agent may receive miscellaneous fees received from tenants in connection with NSF, ACH, Merchant, Leasing and any other legally permitted service charges

Agent shall have the right to collect all fees, reimbursements, and charges due under this Agreement by direct deduction from Owner's trust account. In the event funds are insufficient, Agent may demand payment from Owner directly. Any unpaid balance shall bear interest as provided in Section 4.1.1 of the Owner Duties above. Agent reserves the right to suspend services or terminate this Agreement if any amount due is not paid within ten (10) days of written demand.

All collection costs, including reasonable attorneys' fees and court costs, shall be recoverable from Owner.

5.2 DISCLOSURE REGARDING COMPENSATION

Owner acknowledges and agrees that Agent may receive compensation, discounts, incentives, rewards, or other benefits from third parties as a result of business relationships related to the management of the Premises. This may include, but is not limited to:

- Referral fees from contractors, vendors, service providers, and brokers
- Volume-based incentives from banks, software platforms, or payment processors
- Credit card rewards points, cash back, or travel incentives from expenses paid on behalf of Owner
- Advertising or placement fees from utility providers, insurance carriers, or leasing platforms
- Retention of tenant-paid application, administrative, or service fees

Agent is not required to disclose the amount or terms of such compensation to Owner, and any such compensation shall be in addition to, and shall not reduce or offset, any fees due to Agent under this Agreement.

All compensation received shall be deemed fully earned by Agent and shall not be subject to refund, offset, or credit to Owner.

5.3 DISCLOSURE REGARDING AFFILIATED COMPANIES

Agent may perform any of its duties under this Agreement through affiliated companies, contractors, or organizations in which Agent holds a financial or ownership interest. Agent may receive compensation, fees, commissions, or profits in connection with services provided by such affiliated entities. Owner hereby consents to Agent's use of affiliated companies in the performance of this Agreement, provided the affiliated relationship is disclosed in writing.

Agent currently has an ownership interest in the following affiliated company:

- Hawk Maintenance, Inc.

Owner acknowledges and agrees that Hawk Maintenance, Inc. may be used to perform maintenance, repairs, or other services on the Premises, subject to the following standard rates:

- $90.00 service dispatch charge per visit

- $90.00 per hour for labor, billed in 15-minute increments

These rates are subject to change with thirty (30) days' prior written notice from Agent to Owner.

Agent shall disclose any additional affiliated companies used in the performance of this Agreement as such relationships arise.

Agent may or may not receive fees, commissions, or other compensation from unaffiliated companies.

5.4 RESIDENT BENEFITS PACKAGE

In our continuous efforts to provide the best possible experience for our property owners and residents, and to stay competitive within the property management market, we have implemented a Resident Benefits Package. We are providing this slate of amenities to our residents in an effort to ensure we can serve them as a true full-service rental management firm today and into the future.

This offering includes:

- HVAC filter delivery every six (6) months, or as required by the HVAC system, which will help residents save up to 15% on monthly heating and cooling bills, improve indoor air quality, and reduce the likelihood of HVAC-related maintenance issues by up to 40%. Filters also arrive date-stamped to help maintain tenant accountability and compliance.
- Inclusion in our industry-leading value master insurance policy from an A-rated carrier, giving you peace of mind that the resident is meeting the insurance requirements in their lease agreement—except for residents who choose to provide their own insurance.
- Move-in concierge services to help residents get the best value on utilities and conveniently activate their cable, internet, alarm services, and general utility services—helping ensure utilities are transferred over in a timely manner.
- A best-in-class resident rewards platform to help residents earn rewards on everyday expenses, further enhancing the rental experience.
- Credit building tools to encourage on-time payments by residents and help boost their credit scores.
- Up to $1 million in identity protection for stolen funds reimbursement to protect all adult leaseholders, complete with a U.S.-based identity restoration specialist.
- 24/7 online maintenance request portal aimed at making it easy and timely to report maintenance issues.
- Access to resident accounts, documents, and communication resources through our easy-to-use online portal.
- A vetted vendor network to ensure all technicians sent to the property are reputable, licensed, and insured for any and all required repairs.

Our goal is to enroll all residents at the onset of their tenancy and upon renewal.

Please note that this program may change from time to time.

Disclosure Clause: Ancillary Service Revenue; Referral Fees.
Property Manager may, at its sole discretion, provide ancillary services to a tenant, including but not limited to resident benefit packages, utility concierge services, pest control, credit bureau reporting,

rent rewards, and other resident services, for a recurring monthly fee. Where permitted by law, the monthly fee may include the cost of the services and an administrative fee for the administration of the services by the Manager. In lieu of a monthly administrative fee paid by the tenant, the Manager may receive referral fees from the applicable service providers for tenant referrals. All administrative and referral fees shall be payable solely to the Manager, and the Owner shall not receive any proceeds from the administrative or referral fees related to the ancillary services.

By initialing below, you acknowledge and agree to the terms in Section 5.

X_____
Initial Here

6. Legal

6.1 LEGAL

1. Compliance with Laws:
   Owner and Agent agree to comply with all applicable federal, state, and local laws, ordinances, regulations, and homeowners' association rules affecting the Premises, including but not limited to the California Fair Employment and Housing Act (FEHA), the federal Fair Housing Act, and all habitability and housing-related laws. Owner acknowledges that Agent is a licensed real estate broker regulated by the California Department of Real Estate (DRE) and must comply with all DRE rules, regulations, and professional standards in the execution and performance of this Agreement.

2. Owner Responsibility for Legal Compliance and Indemnification:
   Agent does not assume and is not responsible for ensuring that the Premises or any building, structure, system, or equipment thereon complies with any law, ordinance, code, or regulation. Agent's sole duty in this regard is to forward to Owner, in a timely manner, any written notice or communication from a government agency or third-party alleging noncompliance. Owner represents and warrants that, to the best of Owner's knowledge, the Premises complies with all applicable legal requirements and agrees to indemnify, defend, and hold harmless Agent and its officers, employees, and contractors from and against any and all claims, liabilities, damages, costs, and expenses (including attorney's fees) arising out of or related to any actual or alleged violation of any law, code, regulation, or ordinance related to the Premises.

3. Right to Cancel Due to Legal Risk:
   If, in Agent's sole and absolute discretion, any condition, act, omission, allegation, legal dispute, or regulatory action related to the Premises or Owner creates, or is likely to create, legal or reputational risk for Agent, including but not limited to alleged violations of fair housing, building, zoning, health, environmental, or rent control laws, Agent shall have the right to immediately terminate this Agreement upon written notice to Owner. Termination shall not affect Agent's rights to fees already earned or indemnification obligations under this Agreement, which shall survive termination.

4. Notice Requirements:
   Any notice required under this Agreement shall be in writing and delivered either in person, by certified mail, or by email with delivery confirmation, to the addresses set forth in the "Sign and Accept" Section of this Agreement. Notices sent by certified mail shall be deemed received three (3) business days after mailing.

6.2 SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in full force and effect and shall not be affected or impaired in any way. Any such invalid, illegal, or unenforceable provision shall, without further action by the parties, be deemed modified, amended, or limited to the minimum extent necessary to render it valid and enforceable under applicable law.

6.3 GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. The exclusive venue for any legal action, proceeding, or dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction located in Los Angeles County, California.

6.4 ASSIGNMENT

Owner may not assign, delegate, or transfer any of their rights or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Agent, which may be withheld in Agent's sole discretion. Any attempted assignment without such consent shall be null, void, and of no force or effect. Agent may assign its rights or delegate its duties under this Agreement to any affiliated entity, successor, or purchaser of its management portfolio without the consent of Owner.

6.5 SURVIVAL

Notwithstanding the termination or expiration of this Agreement for any reason, the following provisions shall survive and remain in full force and effect: Sections 4.1 (Owner Duties), 4.2 (Insurance), 5.1 through 5.5 (Management Fees and Disclosures), 6 (Legal), 7 (Dispute Resolution), and any other provision that, by its nature, is intended to survive termination. These obligations shall remain binding on the parties and enforceable following the termination or expiration of this Agreement.

6.6 FORCE MAJEURE

Agent shall not be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by events beyond Agent's reasonable control, including but not limited to acts of God, natural disasters, pandemics, epidemics, labor strikes, civil unrest, governmental orders or regulations, supply chain disruptions, or other unforeseeable events of similar nature. Agent's performance shall be excused for the duration of any such event and for a reasonable period thereafter necessary to resume normal operations.

6.7 NO RELIANCE

Owner acknowledges and agrees that in entering into this Agreement, Owner has not relied upon any statement, representation, warranty, promise, or agreement, whether oral or written, made by Agent or any of its representatives, except as expressly set forth in this Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous discussions, communications, or agreements, whether written or oral.

6.8 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter

herein and supersedes all prior or contemporaneous understandings, representations, or agreements, whether written or oral. Any amendment or modification must be in writing and signed by both parties.

6.9 NOTICES

Any notice required or permitted under this Agreement shall be in writing and delivered (i) in person, (ii) by certified U.S. mail, return receipt requested, or (iii) by email with confirmation of receipt, to the parties at the addresses provided in this Agreement or such other address as either party may designate in writing.

By initialing below, you acknowledge and agree to the terms in Section 6.

X_____
Initial Here

7. Dispute Resolution

7.1 DISPUTE RESOLUTION

1. Mediation:
   Owner and Agent agree to first attempt to resolve any dispute or claim arising out of or related to this Agreement, or any resulting transaction, through mediation before initiating arbitration or court proceedings, except as otherwise provided in Section 7.1.3 below. Mediation fees, if any, shall be divided equally among the parties. If any party initiates legal action without first attempting mediation, or refuses to mediate after a written request has been made, that party shall not be entitled to recover attorneys' fees, even if otherwise available under this Agreement. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

2. Arbitration:
   Any dispute or claim in law or equity between the parties that is not resolved through mediation shall be submitted to binding arbitration. The arbitrator shall be a retired judge, justice, or an attorney with at least five (5) years of experience in residential real estate law, unless the parties mutually agree otherwise. The arbitrator shall render an award in accordance with substantive California law. The parties shall have the right to conduct discovery as provided in California Code of Civil Procedure §1283.05. The arbitration shall otherwise be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment on the arbitration award may be entered in any court of competent jurisdiction. The interpretation and enforceability of this arbitration clause shall be governed by the Federal Arbitration Act.

3. Exclusions from Mediation and Arbitration:
   The following matters are expressly excluded from the mediation and arbitration requirements of this Agreement:

   - (a) Judicial or non-judicial foreclosure or actions to enforce a deed of trust, mortgage, or installment land sale contract under Civil Code §2985;
   - (b) Unlawful detainer or eviction actions;
   - (c) Filing, enforcement, or defense of a mechanic's lien;

- (d) Any matter within the exclusive jurisdiction of a probate, small claims, or bankruptcy court;
- (e) Actions for injunctive relief or temporary restraining orders; and
- (f) Any claim by Agent to recover unpaid fees, costs, reimbursements, or other monetary obligations owed by Owner under this Agreement.

The filing of any action related to the above exclusions shall not be deemed a waiver of Agent's rights to enforce the mediation and arbitration provisions for any other claims.

7.2 CONFIDENTIALITY CLAUSE FOR MEDIATION AND ARBITRATION

All mediation and arbitration proceedings conducted pursuant to this Agreement, including all communications, documents, evidence, and information exchanged, shall be deemed confidential and shall not be disclosed to any third party without the prior written consent of all parties involved, except as required by law or as necessary to enforce a settlement agreement or arbitration award.

The parties further agree as follows:

- (a) Any statements, admissions, or settlement offers made during mediation or arbitration shall be inadmissible in any subsequent legal or administrative proceeding, to the fullest extent permitted by law.
- (b) Any mediator or arbitrator engaged in connection with the resolution of a dispute under this Agreement shall be subject to and bound by this confidentiality provision.
- (c) This confidentiality obligation shall survive the conclusion of any mediation or arbitration proceeding, regardless of outcome, and shall remain binding on all parties.

7.3 ATTORNEY FEES

If Agent initiates or defends any action, proceeding, or arbitration arising out of this Agreement and obtains any relief—whether by judgment, arbitration award, dismissal, or settlement—Owner shall pay Agent's reasonable attorneys' fees and costs. If Owner initiates an action and fails to obtain a judgment or award more favorable than Agent's last written settlement offer, Owner shall reimburse Agent's attorneys' fees and costs. This Section is intended to comply with California Civil Code § 1717 and shall be interpreted to provide the maximum lawful recovery of fees by Agent while not precluding reciprocal recovery when required by law.

7.4 ARBITRATION DISCLOSURE NOTICE

NOTICE: BY SIGNING THIS AGREEMENT, THE PARTIES AGREE TO HAVE ANY DISPUTES DECIDED BY NEUTRAL ARBITRATION AND GIVE UP THE RIGHT TO A JURY OR COURT TRIAL. SEE THE ARBITRATION PROVISION FOR DETAILS.

7.5 LIMIT OF LIABILITY

The total liability of Hawk Mgmt., Inc., including its officers, directors, employees, agents, affiliates, and representatives (collectively, "Agent Parties"), for any and all claims arising out of or relating to this Agreement shall be strictly limited to the total amount of management fees actually received by Agent from Owner during the twelve (12) months immediately preceding the event giving rise to such claim.

In no event shall Agent Parties be liable for any consequential, incidental, indirect, exemplary, punitive,

or special damages, including but not limited to lost profits, loss of goodwill, business interruption, or loss of business opportunity, even if advised of the possibility of such damages.

Any claim arising out of this Agreement must be brought within one (1) year from the date the cause of action accrues. Failure to bring such claim within that period shall constitute a permanent waiver and bar of the claim.

7.6 WAIVER OF JURY TRIAL

To the fullest extent permitted by law, the parties hereby knowingly, voluntarily, and irrevocably waive any and all rights to a trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated herein. This waiver shall apply to any claim, counterclaim, or cause of action, whether sounding in contract, tort, or otherwise, and shall survive the termination or expiration of this Agreement.

By initialing below, you acknowledge and agree to the terms in Section 7.

X_____
Initial Here

8. Sign and Accept

8.1 8.1 SIGNATURE

This Agreement shall be binding upon Agent, and upon the heirs, executors, administrators, successors, and assigns of Owner. The parties acknowledge that they have read, understood, and agreed to the terms of this Agreement prior to execution, and acknowledge receipt of a fully executed copy.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures, scanned signatures, and copies shall be valid and enforceable as originals.

AGENT
Hawk Mgmt., Inc.
Ehud Hochman, President
6700 Fallbrook Ave., Suite 160
West Hills, CA 91307
CA DRE License #: 01924661

OWNER
<<Owner Name(s)>>

<<Owner Address(es)>>

<<Owner Contact Information>>

X _____

Owner

_____

Date Signed

X _____

Agent/Broker

_____

Date Signed