### AGREEMENT TO AMEND EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Property:	146 Trenton Pl, Cameron, NC 2832	6 - Harnett County	
Owner:	Ashley Geer & Aaron Geer		
Agent:	Liberty Property Managen	nent LLC	
Agent for the Pr	t amends the Exclusive Property Management A roperty as indicated below. The Effective Date of the to Amend the Management Agreement shall become	ne Management Agreement is	06 July 2025
Owner and Age	nt agree that the Management Agreement is hereby	amended as follows:	
The Effective	e Date of the Management Agreement o	contained herein is revi	sed from July 6, 2025 to
fee structur	25. Owner agrees to compensate agent re outlines in the Agreement. All other to	erms and conditions re	
Owner and Age	onditions of the Management Agreement not specifications of the Management Agreement not specificated as a signed CAROLINA ASSOCIATION OF REALTORS®, IN	copy of this document.	
VALIDITY OR	ADEQUACY OF ANY PROVISION OF THIS FO	ORM IN ANY SPECIFIC TR	ANSACTION.
Owner:	Ashley Geer	Date:	06 / 27 / 2025
Owner:	Ashley Geer	Date:	06 / 27 / 2025
Entity Owner: _ (N	Name of LLC/Corporation/Partnership/Trust/etc.)		
		Date:	
	Print Name		
Agent (Firm Na	me): Liberty Property Management LL		
Ву:	elissa Sheldon Representative		



Page 1 of 1



### WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS) (FOR LANDLORDS)

NOTE: This form is designed for use by agents working with landlords. It is similar, but not identical, to the "Working with Real Estate Agents Disclosure (For Sellers)" published by the NC Real Estate Commission (available as NCAR Standard Form #520), which must be used by agents working with sellers.

#### **IMPORTANT**

This form is <u>not</u> a contract. Signing this disclosure only means you have received it.

- In a real estate lease transaction, it is important that you understand whether an agent represents you.
- Real estate agents should (1) review this form with you at first substantial contact before asking for or receiving your confidential information and (2) give you a copy of the form after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into a written agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

<b>Note to Agent:</b> Check all relati	onship types below that may apply	to this landlord.			
into a written listing agreemen	ncy (listing agent): The agent who gave t with you before they begin to mark ts agents would then represent you. To state firm or be unrepresented.	ket your property for lease.	If you sign the listing		
property. If you agree in a writt (company), would be permitted divided between you and the te cannot help you gain an advant	ual agency will occur if your listing firm en agency agreement, the real estate I to represent you and the tenant at the enant, but the firm and its agents must age over the other party.  al Agency: If you agree in a writter	firm, <u>and</u> any agent with the ne same time. A dual agent's t treat you and the tenant fai	same firm loyalty would be irly and equally and		
•	nant, but the firm would designate on gnated agent would be loyal only to the		d a different agent to		
	Working with an Unrepresented Landsenting you and has no loyalty to you ion with this agent.	· · · · · · · · · · · · · · · · · · ·	-		
	ormation on an agent's duties and se king With Real Estate Agents" brochure				
	Landlord's signature	Date			
Melissa Sheldon 321186 Agent's license no.		Liberty Property M	anagement LLC		
Agent's name		Firm name	Firm name		



Page 1 of 1

North Carolina Association of REALTORS®, Inc.

**STANDARD FORM 521 Adopted 12/2021** © 12/2024



# **PROPERTY UTILITY SHEET**

# **Utility Provider Information:**

Please provide the utility provider(s) for the property.

Utility Type	Provider Name	
Electricity	Central Electric	
Water	Harnett Regional	
Gas (if applicable)	AmeriGas	
Trash / Recycling	Don's or Bill's	
Sewer	city	
HOA (if applicable)	Little and Young	
Internet/Cable (optional)	Hotwire or Brightspeed	
Other (specify):		

Additional Notes or Special Instructions:					
Signature:	Ashley Geer	Date: 05 / 31 / 2025			
	AND	06 / 05 / 2025			

### EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT **Long-term Rental Property**

This Exclusive Property Management Agreement is entered int	o by and between
Aaron Geer and Ashlo and Liberty Property Manager	ey Geer ("Owner") nent LLC ("Agent").
N CONSIDERATION of the mutual covenants and promises contracts with Owner, to lease and manage the property descrime to time agree in writing will be subject to this Agre regulations, upon the terms and conditions contained herein.	set forth herein, Owner hereby contracts with Agent, and Agent hereby ibed below, as well as any other property Owner and Agent may from ement (the "Property"), in accordance with all applicable laws and
. Property. City: Cameron	County: Harnett, NC, NC
Street Address: 146 Trenton Pl Other Description:	
MULTIPLE PARCELS (check if applicable). Additional in the attached Multi-Parcel Addendum. The term "Property specifically indicated otherwise.  Ashley Bur	parcels of real property are the subject of this Agreement, as described y" as used herein shall be deemed to refer to all such parcels unless
One Year  One Year  One Year  One Year  NOT LESS THAN FERM, EITHER PARTY MAY NOTIFY THE OTHER AGREEMENT, IN WHICH CASE IT SHALL TERMINAT FERMINATED, THIS AGREEMENT SHALL AUT One Year  DESIRE TO TERMINATE THIS AGREEMENT AT LEAS' RENEWAL TERM, IN WHICH CASE THIS AGREEMENT	when it has been signed and dated below by Owner and Agent. It shall 6_ ("Effective Date") and shall be for an initial term of 60_ DAYS PRIOR TO THE CONCLUSION OF THE INITIAL PARTY IN WRITING OF ITS DESIRE TO TERMINATE THIS E AT THE CONCLUSION OF THE INITIAL TERM. IF NOT SO OMATICALLY RENEW FOR SUCCESSIVE TERMS OF PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF ITS IT 60_ DAYS PRIOR TO THE CONCLUSION OF ANY SUCH SHALL TERMINATE AT THE CONCLUSION OF SUCH TERM.
manner:  A fee ("Fee") equal to (complete all that a  (i) Ten point Zero percent (  (ii) \$ Item (i)  (iji) \$ \$100.00	10_%) of total gross rental income received on all rental agreements _ per month for each month that the Property is occupied _per month for each month that the Property is vacant :_ Monthly management fee minimum of \$100.
party vendors, including but not limited to services Owner agrees that Owner shall compensate Agent for manner:	e provide services for Owner or arrange services for Owner from third- relating to maintenance, repair and/or improvements to the Property. or the provision or arrangement of any such services in the following
Note: No fees may be deducted from any tenant secur Agent from Owner may be deducted from any portion  (b) Sale to Tenant. If a tenant who occupies the Pr renewal term) enters into an agreement to purchase initial term of the lease (if the initial term of the lease Agent a fee of \$500.00  (c) Fee Owed at Termination at Conclusion of Initial term, Owr	ity deposit until the termination of the tenancy. Thereafter, any fees due of the security deposit due to Owner.  operty during the term of this Agreement (including the initial or any the Property anytime during the term of this Agreement or during the use ends after the expiration of this Agreement), Owner agrees to pay, which shall be due and payable upon closing on the Property.  al or Renewal Term. Upon termination of this Agreement by Owner at uer shall pay Agent an amount equal to the Fee Agent would have been intal agreement in effect at the time of Owner's termination.

Page 1 of 8

North Carolina Association of REALTORS®, Inc.

Owner Initials Ashley Bur AG Agent Initials MS



STANDARD FORM 401 **Revised 7/2023** © 7/2024

AGREEMEN TERMINATI AGREEMEN AGENT WO	ermination Fee: IF, PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM OF THIS IT, (I) OWNER TRANSFERS THE PROPERTY (WHETHER BY SALE OR OTHERWISE), (II) OWNER ES THIS AGREEMENT WITHOUT LEGALLY SUFFICIENT CAUSE, OR (III) AGENT TERMINATES THIS IT FOR LEGALLY SUFFICIENT CAUSE, OWNER SHALL PAY AGENT AN AMOUNT EQUAL TO THE FEE OULD HAVE BEEN ENTITLED TO RECEIVE DURING THE BALANCE OF THE THEN-EXISTING TERM OF EMENT, INCLUDING ANY FEE OWED UNDER PARAGRAPH 3(c).
limited to, fer payment fees	es: Agent may charge tenants reasonable administrative fees permitted by law and retain any such fees, including but not es to cover the costs of processing tenant rental applications. If, in Agent's discretion, tenant leases provide for late and/or returned check fees, such fees, when collected by Agent, shall belong to Agent (Owner or Agent). Fees for purposes covered under the Tenant Security Deposit Act will be collected, ursed in accordance with the Act and paragraphs 10, 17, and 21 of this Agreement.
6. Authority	and Responsibilities of Agent: During the time this Agreement is in effect, Agent shall:
	Use reasonable skill, care, and diligence to manage the Property;
(b)	OFFER THE PROPERTY FOR RENT IN COMPLIANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS, REGULATIONS AND ETHICAL DUTIES, INCLUDING BUT NOT LIMITED TO, 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; USE AGENT'S BEST EFFORTS TO SOLICIT, SECURE AND MAINTAIN TENANTS, INCLUDING THE AUTHORITY TO NEGOTIATE, EXECUTE, EXTEND AND RENEW LEASES IN OWNER'S NAME FOR TERMS NOT IN EXCESS OFOne Year;
(d)	Collect all rentals and other charges and amounts due under tenant leases and give receipts for amounts so collected; Deliver to Owner within 45 days following the date of execution of any rental agreement an accounting which sets forth the name of the tenant, the rental rate and rents collected, and promptly provide a copy of any rental agreement to Owner upon reasonable request;
(e)	Provide Owner monthly statements of all monies received and disbursed in connection with Agent's management of the Property, and remit to Owner rental proceeds collected, less any deductions authorized hereunder; provided: (1) this shall not constitute a guarantee by Agent for rental payments that Agent is unable to collect in the exercise of reasonable diligence; (2) if, pursuant to this Agreement or required by law, Agent either has refunded or will refund in whole or in part any rental payments made by a tenant and previously remitted to Owner, Owner agrees to return same to Agent promptly upon Agent's demand; and (3) any rents pre-paid by a tenant shall be held in trust by Agent and disbursed to Owner as and when they become due under the terms of the tenant's lease;
	Make arrangements on Owner's behalf for any repairs which, in Agent's opinion, may be necessary to preserve, maintain and protect the Property; provided, Agent may not make arrangements for any repairs that exceed \$ without prior written approval of Owner, except that in the case of an emergency, Agent may, without prior approval, make arrangements for whatever expenditures on behalf of Owner that are reasonably necessary to preserve the Property or prevent further damage from occurring;
	Answer tenant requests and complaints and perform the duties imposed upon Owner by tenant leases or any local, state or federal law or regulations, including the authority to purchase such supplies and hire such labor as may be necessary in Agent's opinion to accomplish any necessary repairs;
(h)	Retain such amounts from Owner's rental proceeds as may be necessary from time to time to pay expenses associated with the management and operation of the Property for which Owner is responsible hereunder. Agent will establish and maintain a fund on Owner's behalf in the amount of \$\_\$350.00 from which expenses may be paid, but Owner acknowledges and understands that Agent may from time to time retain additional amounts as Agent notifies Owner in advance in writing are reasonably necessary; Negotiate partial refunds with tenants if, in Agent's reasonable opinion, the tenant's use and enjoyment of the Property has been or will be materially and adversely affected as a result of a defect in the condition of the Property (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly);
(i)	Institute and prosecute such proceedings in small claims court as may be necessary and advisable, in Agent's opinion, to recover rents due the Owner from tenants or to evict tenants and regain possession, including the authority, in Agent's discretion, to settle, compromise and release any and all such small claims proceedings; provided, that with respect to any such small claims proceeding, Agent shall have actual knowledge of the facts alleged in the complaint; and
(j)	
7. Cooperati	ion With/Compensation To Other Agents: Agent has advised Owner of Agent's company policies regarding

cooperation and the amount(s) of any compensation, if any, that will be offered to subagents, tenant agents or both. Owner authorizes Agent to (Check ALL applicable authorizations): Page 2 of 8 **STANDARD FORM 401** 

Owner Initials Ashley Gent Agent Initials MS

	Coc	operate with tenant agents representing only the tenant and offer them the following compensation:
	Coc	operate with and compensate agents from other firms according to the attached company policy.
		romptly notify Owner if Agent offers compensation to a cooperating agent(s) that is different from that set forth above.
the auth	ority plac sub	ng. Owner authorizes Agent to advertise the Property in such manner as may be appropriate in Agent's opinion, including to: ( <i>Check ALL applicable sections</i> )  see "For Rent" signs on the Property (where permitted by law and relevant covenants) and to remove other such signs.  mit pertinent information concerning the Property to any listing service of which Agent is a member or in which any of
_1	Pro noti	ent's associates participates and to furnish to such listing service notice of all changes of information concerning the perty authorized in writing by Owner. Owner authorizes Agent, upon execution of a rental contract for the Property, to ify the listing service of the rental, and to disseminate rental information, including rental price, to the listing service, raisers and real estate brokers.
ď		ertise the Property in non-Internet media, and to permit other firms to advertise the Property in non-Internet media to the ent and in such manner as Agent may decide.
⋖	Age serv Pro serv info Pro desi	olay information about the Property on the Internet either directly or through a program of any listing service of which the ent is a member or in which any of Agent's associates participates, and to authorize other firms who belong to any listing vice of which the Agent is a member or in which any of Agent's associates participates to display information about the perty on the Internet in accordance with the listing service rules and regulations. Owner also authorizes any listing vice of which Agent is a member or in which any of Agent's associates participates to use, license or sell to others ormation about the Property entered into the listing service. Owner specifically authorizes the display of the address of the perty, automated estimates of the market value of the Property and third-party comments about the Property. If Owner ires to limit or prohibit Internet advertising as set forth above, Owner must complete an opt-out form in accordance with ng service rules.
		<b>OTE</b> : NCAR Form #105 may be used to limit or prohibit Internet advertising and explains how such limitations may or y not be effective.)
9. <b>Rep</b> i	(a)	<b>Atations of Owner.</b> Owner represents to the best of Owner's knowledge that at the time of entering into this Agreement: Owner is not under bankruptcy protection under United States law; The Property is not subject to a foreclosure proceeding;
	(c)	All past and current property taxes, mortgage payments, governmental or owners' association assessments associated with the Property have been paid
10. Resp	onsi	<b>ibilities of Owner:</b> During the time this Agreement is in effect, Owner shall:
		Be responsible for all costs and expenses associated with the maintenance and operation of the Property in accordance with the requirements of: (i) NC General Statutes Section 42-42, including but not limited to the placement of new batteries in a battery-operated smoke or carbon monoxide alarm at the beginning of a tenancy, (ii) any other local, state or federal law or regulations and (iii) tenant leases, and advance to Agent such sums as may be necessary from time to time to pay such costs and expenses;
	(b)	Provide funds to Agent promptly upon Agent's request for any cost or expense for which Owner is responsible that Agent, in Agent's discretion, incurs on Owner's behalf, including but not limited to, the costs of advertising, emergency maintenance and repairs, utilities, property taxes, owners' association dues and assessments, court costs and attorney's fees; and further, pay interest at the rate of <a href="Twelve point Zero">Twelve point Zero</a> <a href="percent">percent (12%)</a> ) per year on the amount of any outstanding balance thereof not paid to Agent within <a href="30">30</a> <a href="30">days</a> of Agent's written request therefore;
	(c)	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 BUT NOT LIMITED TO, 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;
Ashey Bee AG	<sub>1</sub> (d)	

□ Cooperate with subagents representing only the Owner and offer them the following compensation:

Page 3 of 8

Owner Initials Ashly Gur Agent Initials MS

STANDARD FORM 401 Revised 7/2023 © 7/2024

	, , ,	ce policy applicable to Owner, a	nd further directs their insurance carrier to acc company information is:
	Insurance Company: USAA USAA	8	
	Insurance Agent Name: N/A		
	Insurance Agent Phone and Email:		11 . 1
			er agrees to immediately notify Agent.  a, Agent is authorized to secure insurance
(e) (f)	Indemnify and hold Agent harmless to the esuits, liabilities, damages or claims for damage any person or loss or damage to any property any way relating to the management of the Pauthority set forth herein or hereafter granted except to the extent that such may be the result Be responsible for timely payment of all passessments associated with the Property, and for promptly notifying Agent in the event the other lien holder of any kind, regarding a proceeding; and	ges, including but not limited to, of any kind whatsoever and to whatsoever by Agent or the performation to Agent, or arising out of a tend to figure 1 to a gross negligence or willful or operty taxes, mortgage payment any other expenses which coul at Owner receives any notice(s)	those arising out of any injury or death to homsoever belonging, including Owner, in ance or exercise of any duty, obligation or ant's breach of any lease for the Property, r intentional misconduct by Agent; nts, governmental or owners' association d become a lien against the Property, and from the holder of any loan or from any
(g)	Should owner fail to provide documentation fro	m their insurance company listing	Liberty Property Management LLC as an
	Additional Insured Party regarding the property	, prior to the effective date of this	Agreement; Liberty Property Management
	LLC reerves the right to unilaterally terminate th	nis Property Management Agreeme	ent on the grounds of Owner's breach of
	contract.		
previously n Security Dep shall thereaf 12. <b>Pets</b> . To onto the Pro and made a has a demondisability habut that such 13. <b>Smoking</b>	ociation. Upon the commencement of this A nade Tenant Security Deposits under existing leposits shall be placed in a trust account in Agree be administered in accordance with this Agreenants (check one of the following)  shall not perty on a case-by-case basis in accordance we part of any rental agreement. Owner acknowlestrated need for an assistance animal which as the legal right to be accompanied by an assist person would be liable for any damage done by Smoking cigarettes, cigars, pipes or any othe	eases and the amounts thereof. Seent's name in a North Carolina rement.  be allowed to bring Pets onto the with Agent's company policy, a cledges and understands that whet alleviates one or more of the ideance animal in the Property, that by the assistance animal to the Property respectively.	Simultaneously therewith, any such Tenant bank or savings and loan association, and e Property shall be allowed to bring pets copy of which shall be provided to Owner ther or not pets are allowed, a person who ntified symptoms or effects of an existing no pet fee may be charged to such person, operty.
permitted	I in any interior portion of the Premises, includ on the Premises I or permitted in accordance with Agent's comp		ttached hereto
•	Condo Association   ✓ (check if applicable).  Name of association:	ie Thomas jamie@littleandyoung.net 9104845400 ext	503
	Agent (check one) will pay regular association nt of such payment in accordance with Paragra		at is to pay, Owner will remain responsible
	<b>Disposal.</b> Owner represents that the Property is understands and acknowledges that occupancy		
		Page 4 of 8	STANDARD FORM 401

Owner Initials Askey Guer Agent Initials MS

- 16. **Occupancy Limits**. Owner understands and acknowledges that whether the Property is served by public sewer or septic system, occupancy of the Property shall generally be limited to two persons per bedroom, but that other factors, including local occupancy limits and State and Federal Fair Housing laws, may affect maximum occupancy of the Property.
- 17. **Service Contracts**. Owner represents that the service contracts identified below are in existence as of the Effective Date of this Agreement. Owner acknowledges and understands that Agent's agreement to be responsible for payment of any such contract does not relieve Owner of responsibility for the amount of any such payment in accordance with Paragraph 10 of this Agreement.

Service contract (insert provider name and contact information in blank)	Owner pays	Agent pays	N/A
Home warranty: N/A			<b>∡</b>
Pest Control: N/A			<b>I</b>
HVAC: Your Amigo HVAC	<b>d</b>		
Lawn Service: N/A			ď
			Q
			Q
			<b>A</b>

- 18. Trust Account Interest. Agent may, in Agent's discretion, place gross receipts and collections, including Tenant Security Deposits, in an interest bearing trust account in the name of Agent in an insured bank or savings and loan association in North Carolina. Interest on any such amounts shall belong to \_\_\_\_\_Agent\_\_\_\_\_\_(Owner or Agent), except that with respect to any Tenant Security Deposits, tenant leases shall specify, in Agent's discretion, whether such interest shall be payable to Owner or to the tenant. If the lease provides that such interest is payable to the tenant, Agent shall account for the interest in the manner set forth in such lease. If the lease provides that such interest is payable to Owner or as Owner directs, then such interest shall be paid to Owner or Agent as set forth above. Agent may remove any interest payable to Agent from the account at all times and with such frequency as is permitted under the terms of the account and as the law may require.
- 19. **Entry by Owner.** Owner agrees that neither Owner nor any third party acting at Owner's direction, shall enter the Property for any purpose whatsoever during any time that it is occupied by a tenant in the absence of reasonable notice to Agent or tenant and scheduling by Agent or tenant of an appropriate time for any such entry.
- 20. **Lead-Based Paint/Hazard Disclosure**. If the Property was built prior to 1978, Landlord understands that Landlord is required under 42 U.S.C. 4852(d) to disclose information about lead-based paint and lead-based paint hazards, and that Agent is required to ensure Landlord's compliance with said law. Landlord agrees to complete and sign a "Disclosure Of Information On Lead-Based Paint And Lead-Based Paint Hazards" form (NCAR form #430-T), photocopies of which will be provided by Agent to prospective tenants. In the alternative, Landlord authorizes Agent, in Agent's discretion, to fulfill Landlord's disclosure obligations by completing and signing said form on Landlord's behalf based on information provided by Landlord to Agent.

**WARNING:** IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO TENANT PRIOR TO THE EXECUTION OF ANY LEASE, THEN FEDERAL LAW DIRECTS THAT TENANT MAY NOT BE OBLIGATED UNDER SUCH LEASE.

21. **Tenant Information**. Owner acknowledges and understands: (i) that state and federal laws regulate the maintenance and disposal of certain personal information of consumers, such as social security numbers, drivers' license numbers, account numbers and other numbers that may be used to access a person's financial resources, and (ii) that contractual limitations with third-party providers of credit reports or other background information relating to prospective tenants may limit or prohibit Agent's dissemination of such reports/information. Owner agrees that Agent shall not be required to disclose any such information to Owner about a tenant or prospective tenant, and that if Agent does disclose any such information to Owner, Owner will indemnify and hold Agent harmless

Owner Initials Ashley Sur Agent Initials MS

STANDARD FORM 401

from any and all costs, expenses, attorneys' fees, suits, liabilities, damages or claims for damages as set forth in paragraph 10 (e) of this Agreement as a result of the disclosure of any such information to or by Owner.

- 22. **Duties on Termination.** Upon termination of this Agreement by either party, each shall take such steps as are necessary to settle all accounts between them, including, but not limited to, the following:
  - (a) Agent shall promptly render to Owner all rents then on hand after having deducted therefrom any Agent's fees then due and amounts sufficient to cover all other outstanding expenditures of Agent incurred in connection with operating the
  - (b) Agent shall transfer any security deposits held by Agent to Owner or such other person or entity as Owner may designate in writing; provided, Owner understands and acknowledges that the Tenant Security Deposit Act requires Owner to either deposit any such deposits in a trust account with a licensed and insured bank or savings institution located in North Carolina, or furnish a bond from an insurance company licensed to do business in North Carolina; and provided further, Owner shall be responsible for any out-of-pocket transfer costs incurred by Agent;
  - (c) Owner shall promptly pay to Agent any fees or amounts due the Agent under the Agreement or any current rental agreement and shall reimburse Agent for any expenditures made and outstanding at the time of termination;
  - (d) Agent shall deliver to Owner copies of all tenant leases and other instruments entered into on behalf of Owner (Agent may retain copies of such leases and instruments for Agent's records); and
  - (e) Owner shall notify all current tenants of the termination of this Agreement and transfer of any advance rents and security deposits to Owner.
- 23. Sale of Property. In the event Owner desires to sell the Property through Owner's own efforts or those of a firm other than Agent, Owner shall: (a) promptly notify Agent that the Property is for sale and, if applicable, disclose to Agent the name of the listing firm; and (b) promptly notify Agent if the Property goes under contract and disclose to Agent the agreed-upon closing date. In addition, and without limiting any fee to which Agent may be entitled under paragraph 4, Owner agrees to pay Agent a fee of \$500.00 as consideration for transition and sale assistance services provided by Agent.
- 24. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No modification of this Agreement shall be effective unless it is in writing and executed by all parties hereto.
- 25. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any term or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.
- 26. Governing Law; Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and that in the event of a dispute, any legal action may only be instituted in the county where the Property is located.
- 27. **Relationship of Parties.** Although Owner and Agent agree that they will actively and materially participate with each other on a regular basis in fulfilling their respective obligations hereunder, the parties intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.
- 28. Exclusivity. Owner agrees that Agent shall be the exclusive rental agent for the Property, and that no other party, including Owner, shall offer the Property for rent during the time this Agreement is in effect. Any rent nevertheless received by Owner or any third party will be transferred to Agent and thereafter accounted for as if originally received by Agent, including the deduction therefrom of any fee due Agent hereunder.
- 29. **Default.** If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured. Notwithstanding the foregoing, Agent shall have the right to terminate this Agreement immediately on written notice in the event Owner seeks bankruptcy protection, or the Property becomes subject to a foreclosure proceeding, or Owner fails to promptly pay for any costs associated with Owner's obligations under NC General Statutes Section 42-42 or to advance to Agent such sums as may be necessary to pay such costs.
- 30. Costs in Event of Default. If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement.

Owner Initials Ashley Sur AG Agent Initials MS

Revised 7/2023 © 7/2024

81. <b>Authority to Enter into Agreement; Principal Contact.</b> Owner represents and warrants to Agent that Owner has full authority to enter into this Agreement, and that there is no other party with an interest in the Property whose joinder in this Agreement is necessary. Either or shall serve as Owner's principal contact for purposes of making all decisions and receiving all notices and rental payments contemplated by this Agreement and all persons signing this Agreement as Owner hereby appoint either of said persons as Owner's agent and attorney-in-fact for the purposes set forth in this section.
32. <b>Use of Electronic Means; Notice.</b> The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted to any mailing address, e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement Either party may change the address to which any notice or documents should be sent by written notification to the other party in a manner permitted by this paragraph.
33. <b>Video/audio/surveillance device(s).</b> Owner agrees to promptly disclose to Agent the existence and location of any video/audio/surveillance device(s) located anywhere on the Property. Owner further agrees, during any time that the Property is occupied by a tenant, (i) to remove or disable/surrender access to any video/audio/surveillance device(s) inside any dwelling on the Property, and (ii) to remove or disable/surrender access to any audio device(s) located anywhere on the Property outside any dwelling.
WARNING: IT MAY BE A CRIME UNDER FEDERAL AND STATE LAWS TO LISTEN TO OR RECORD AN ORAL COMMUNICATION THROUGH THE USE OF ANY ELECTRONIC, MECHANICAL, OR OTHER DEVICE WITHOUT THE CONSENT OF A PARTY TO THAT COMMUNICATION.
34. <b>Binding Nature of Agreement.</b> This Agreement shall be binding upon and inure to the benefit of the heirs, legal and persona representatives, successors and permitted assigns of the parties.
Assignments by Agent; Change of Ownership. Owner agrees that at any time during the term of this Agreement, Agent may either assign Agent's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of the ownership of Agent's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate prokerage in the State of North Carolina, and provided further that Agent promptly notifies Owner of such assignment or transfer. In the event of any such assignment or transfer, Owner may, in addition to all other termination rights hereunder, for a period of sixty (60) days' following the effective date of any such assignment or transfer, terminate this Agreement without cause on sixty (60) days for or written notice to the assignee or transferee of Owner's intent to terminate this Agreement.
36. Other Professional Services. Owner acknowledges that Agent is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense including but not limited to an attorney, insurance agent, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Agent procures any such services at the request of Owner, Owner agrees that Agent shall incur no liability or responsibility in connection therewith.
87. Addenda. Any addenda to this Agreement are described in the following space and attached hereto:
Working with Real Estate Agents, Addendum to Property Management Agreement
The parties agree that any such addenda shall constitute an integral part of this Agreement. In the event of a conflict between this Agreement and any such addenda, the terms of such addenda shall control.
38. <b>Other.</b> <u>Liberty Property Management, LLC is waiving the standard \$250.00 New Client On-boarding Fee.</u>

THE AGENT 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.

THE NORTH CAROLINA ASSOCIATION OF REALTORS $^{\otimes}$ , INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

OWNER:			
Ashley Geer	(SEAL)	<sub>DATE:</sub> 05 / 31 / 20	25
A.Q	(SEAL)	DATE: 06 / 05 / 20	25
	(SEAL)	DATE:	
	(SEAL)	DATE:	
AGENT: <u>Liberty Property Management Ll</u> [Name of real estate firm]	_C		
BY: Melissa Sheldon [Authorized Representative]	Individual license #_	321186	DATE: 06 / 05 / 2025
Address: 225 N Main St. #887, Spring Lake,	NC 28390		
Telephone: (910)421-0049	Fax:	E-mail	:_admin@libertypmnc.com
Owner: Aaron Geer			
Address: 722 Josey Williams Rd., Erwin, NC	28339		
Contact information: Home	- Work	(910)705-0823 Cell	_aarongabriel12009@gmail.com Email
Owner: Ashley Geer			
Address: 722 Josey Williams Rd., Erwin, NC 2	8339		
Contact information:		(347)860-1493	ashleygeer418@gmail.com
Home	Work	Cell	Email
Owner:			
Address:			
Contact information: Home	- Work	Cell	 Email
Owner:			
Address:			
Contact information: Home	- Work	Cell	 Email



### ADDENDUM TO PROPERTY MANAGEMENT AGREEMENT

#### **RENT READY**

When a tenant has vacated the home there are certain items that may need to be addressed to get them home in rent ready condition. This may include, but is not limited to, painting the unit, professional carpet cleaning, carpet replacement, deep cleaning, yard maintenance, and trash removal. In most cases these are items that are requirements of the tenant upon vacating. Items that are considered normal wear and tear are the owners responsibility. The tenant may not be billed against their deposit. Upon each new tenant the unit will need to be re-keyed at the owner's expense. This is for safety reasons and protection to the owner. Utilities will be turned on once a home is vacant to have the home made rent ready and to ensure the upkeep of the unit.

#### **LEASING CRITERIA**

Liberty Property Management, LLC screens all tenants prior to approving applications. The cost to screen the tenants is billed directly to the applicants. We require a background and credit check on all prospective tenants as well as proof of income and prior rental history.

### **RENT COLLECTION AND DISBURSEMENT**

All rent is due by the 1<sup>st</sup> of the month and is late after the 5<sup>th</sup> of the month. Rent will be dispersed on the 10<sup>th</sup> of each month unless the 10<sup>th</sup> falls on a weekend or holiday. If the tenant is late on payment, it will be dispersed on the 6th banking day from date of deposit to ensure funds clear and meet escrow requirements prior to distribution.

#### **ANNUAL ASSESSMENTS**

An annual home assessment will be conducted on the property to ensure the unit is being by the tenants. The home will receive a walk through with any major issues noted that are outside of normal wear and tear. Smoke and carbon monoxide detectors will be checked. A general overview of the property and any major issues noted with the HVAC or plumbing will be annotated and addressed. A report and photos will be provided to the owner.

Additional inspections may be ordered at anytime for a call out fee of \$75.

#### **CLIENT INFORMATION**

The IRS requires a Social Security Number or Corporate Tax ID number on all rental properties. 1099s are prepared annually for tax purposes and provided to the home owners at the end of the tax period. The individual to whom the payment is made will receive the 1099. A W9 is included for completion and payout information is attached. If there is an address change, please notify us as soon as possible so we may update your file and ensure legal documents are sent to the correct address.





Title Property Management Agreement: 146 Trenton PI, Cameron

File name 1.\_Working\_...L\_-\_NCR.pdf and 5 others

Document ID c7179c6915c649236cfc39121b94d19c719f626e

Audit trail date format MM / DD / YYYY

Status • Signed

# **Document History**

05 / 30 / 202	25 Sent for sign	ature to Ashley Geer	(ashleygeer418@gmail.com),
---------------	------------------	----------------------	----------------------------

SENT 20:35:00 UTC Aaron Geer (aarongabriel12009@gmail.com) and Melissa Sheldon

 $(admin@libertypmnc.com) \ from \ libertypmnc@gmail.com$ 

IP: 47.132.114.86

O5 / 30 / 2025 Viewed by Ashley Geer (ashleygeer418@gmail.com)

VIEWED 22:52:34 UTC IP: 174.210.65.113

SIGNED 18:18:10 UTC IP: 172.59.221.137

O6 / 05 / 2025 Viewed by Aaron Geer (aarongabriel12009@gmail.com)

VIEWED 19:50:39 UTC IP: 57.140.108.55

SIGNED 19:51:54 UTC IP: 57.140.108.55



Property Management Agreement: 146 Trenton Pl, Cameron Title

1.\_Working\_...L\_-\_NCR.pdf and 5 others File name

c7179c6915c649236cfc39121b94d19c719f626e **Document ID** 

MM / DD / YYYY Audit trail date format

Signed Status

# **Document History**

COMPLETED

06 / 05 / 2025 Viewed by Melissa Sheldon (admin@libertypmnc.com)  $\odot$ 

21:51:23 UTC IP: 47.132.114.86 VIEWED

06 / 05 / 2025 Signed by Melissa Sheldon (admin@libertypmnc.com)

IP: 47.132.114.86 21:53:05 UTC SIGNED

06 / 05 / 2025 The document has been completed.

21:53:05 UTC



Title Updated Property Management Agreement: 146 Trenton PI

File name 9.\_Agreemen...3\_-\_NCR.pdf and 1 other

Document ID 0b99ad09dbfe4cb655dd1afcdbcaa23ffd0d58df

Audit trail date format MM / DD / YYYY

Status • Signed

# **Document History**

O6 / 27 / 2025 Sent for signature to Ashley Geer (ashleygeer418@gmail.com),

SENT 11:36:37 UTC Aaron Geer (aarongabriel12009@gmail.com) and Melissa Sheldon

(admin@libertypmnc.com) from libertypmnc@gmail.com

IP: 47.132.114.86

Ohr 1 27 / 2025 Viewed by Ashley Geer (ashleygeer418@gmail.com)

VIEWED 16:16:37 UTC IP: 174.247.1.57

SIGNED 16:17:03 UTC IP: 174.247.1.57

Ob / 27 / 2025 Viewed by Aaron Geer (aarongabriel12009@gmail.com)

VIEWED 17:03:30 UTC IP: 57.140.108.41

SIGNED 17:04:04 UTC IP: 57.140.108.41



Updated Property Management Agreement: 146 Trenton Pl Title

9.\_Agreemen...3\_-\_NCR.pdf and 1 other File name

0b99ad09dbfe4cb655dd1afcdbcaa23ffd0d58df **Document ID** 

MM / DD / YYYY

Signed Status

# **Document History**

COMPLETED

Audit trail date format

06 / 30 / 2025 Viewed by Melissa Sheldon (admin@libertypmnc.com)  $\odot$ 

14:28:32 UTC IP: 47.132.114.86 VIEWED

06 / 30 / 2025 Signed by Melissa Sheldon (admin@libertypmnc.com)

IP: 47.132.114.86 14:28:46 UTC SIGNED

06 / 30 / 2025 The document has been completed.

14:28:46 UTC