



Dayton Realty LLC

BROKER SERVICE AGREEMENT

Transaction State

This Broker Service Agreement (“BSA”) forms the entire agreement between Dayton Realty LLC and Customer and pertains to real property located in the State of _____ (“Transaction State”).

If more than one Transaction State applies, write “See Property List Section” and list all transaction states. _____

Parties

(“Customer”) owns and/or manages real property in the Transaction State, commonly known as: _____ (“the Property”).

If more than one property applies, write “See Property List Section” and list all addresses.

Broker of Record

Dayton Realty LLC, a licensed real estate firm, and Dayton Parkinson, its individually licensed real estate broker in the State of _____ (collectively “Broker of Record”), enter into this BSA with Customer.

Dayton Realty agrees to serve as the Broker of Record, subject to the terms herein. Dayton Realty LLC does not represent Customers in any agency, fiduciary, or brokerage capacity regarding the Property. Unless otherwise stated, Dayton Realty LLC shall comply with all applicable licensing requirements of the Transaction State.

Compliance Service

Check ONE:

- ☐ Broker Oversight – Upfront Fee: \$500.00 | Monthly Fee: \$500.00 If Broker Oversight is checked, this paragraph applies: Dayton Realty shall provide compliance oversight services for management-related activities, but Broker of Record shall not initiate the license affiliation process with the applicable regulatory agency by acting as the registered broker of record for Customer regarding the Property. This service option is typically more appropriate for self-managed properties or for properties located in states that do not explicitly require a registered

firm arrangement. Customers shall be solely responsible for executing the guidance provided by Broker of Record.

- ☐ Registered Firm – Upfront Fee: \$1,000.00 | Monthly Fee: \$1,000.00

If a Registered Firm is checked, this paragraph applies: Dayton Realty shall initiate the license affiliation process with the applicable regulatory agency by acting as the registered broker of record for Customer regarding the Property. This service option is typically more appropriate for properties located in states which explicitly require such an arrangement. Customers shall be solely responsible for executing the guidance provided by Dayton Realty as outlined herein.

Term

This BSA shall commence on the effective date of this Agreement and expire on the same month and day of the following year, subject to any amendments and/or cancellations. All renewals shall be subject to a separate, written agreement and Dayton Realty fee.

Broker of Record Fee

Customers shall pay Dayton Realty a non-refundable upfront fee (“Dayton Realty Fee”) as stated herein per Property prior to the final execution of this BSA.

In addition, Customers shall pay Dayton Realty a monthly fee (“Dayton Realty Fee”) as stated herein per Property, due on the 1st of each month. Any partial initial months shall be prorated based on a 30-day month. Late payments may be subject to a late fee.

Compliance Oversight

The scope of compliance oversight services shall be limited to:

- The Property mentioned herein,
- Property management activities, and
- Activities specifically referenced in the licensing laws, rules, and/or guidance materials provided by the Transaction State regulatory agency.

Customers shall cooperate with Dayton Realty to help achieve legally compliant activities and transactions. Customers shall promptly provide Dayton Realty with all information requested to ensure compliance with Transaction State law.

Customers understand that licensing laws and rules regarding property management are often ambiguous, incomplete, or unclear. Dayton Realty will make best efforts to help customers achieve compliance, but Dayton Realty cannot guarantee compliance.

License Status

Dayton Realty holds an active, unencumbered real estate license in the Transaction State. If any adverse changes occur to Dayton Realty's license status in the Transaction State after execution of this BSA, Dayton Realty shall immediately notify Customer in writing, explaining the dates, description, and status of any adverse changes.

If any adverse changes occur which prohibit Dayton Realty from providing services according to this BSA, either party may cancel this Agreement by written notice.

Trust Funds

Dayton Realty LLC shall not maintain a trust or escrow account for the Property. Dayton Realty shall not take receipt of, hold, or deposit trust funds.

Customer shall be fully responsible for all trust funds and shall instruct principals in all transactions that trust funds (deposits, advanced rents, rent payments, etc.) must be made payable to, and sent directly to, either:

- the owner of the Property, or
- an escrow holder authorized to conduct business in the Transaction State.

Customers shall provide all agreements, bank statements, and trust account ledgers involving the Property upon demand by Broker of Record. Customers shall be responsible for monthly reconciliation of all trust and/or escrow accounts (or as otherwise required by the Transaction State regulatory agency). required by the Transaction State regulatory agency).

Marketing and Advertising

All marketing and advertising materials shall identify Dayton Realty LLC as the broker of record for properties and must conform to Transaction State laws. Dayton Realty, its license number, and its contact information shall be displayed near Customer, its license number (if applicable), and its contact information. Additionally, Dayton Realty shall be in the same font size, type, and color as Customer. Customer shall not distribute marketing or advertising materials without prior written approval by Dayton Realty.

Transaction Documents

All transaction documents including, but not limited to; lease agreements, security

deposit agreements, and option agreements shall reference Dayton Realty and shall clearly state in bold, underlined, and 12-point font that the Customer holds tenant funds and not the Dayton Realty, its license number, and its contact information shall be displayed near Customer, its license number (if applicable), and its contact information. Dayton Realty shall be in the same font size, type, and color as Customer. Customers shall provide Dayton Realty with copies of all transaction documents prior to, and immediately after, execution by all appropriate parties.

Transaction State Activities

Customer agrees to comply with all federal laws, state laws, local laws, regulations, codes, ordinances, and/or administrative orders with jurisdiction over the Property and the parties. Whether the Property is defined as commercial or residential in nature, Customer shall not refuse to show, sell, exchange, or lease properties to any legally protected or unprotected class. If Dayton Realty LLC believes Customer may be violating this section, Dayton Realty LLC may unilaterally cancel this BSA by delivering written notice to the Customer. Dayton Realty LLC shall make reasonable efforts to inform customers which activities are, or could be, in violation of the law prior to any assessments according to this section.

Independent Contractor Status

Dayton Realty LLC is an independent contractor and not an employee for legal, brokerage, and/or tax purposes. Neither party shall be responsible to the other party for any of the following, at any governmental level; filing tax returns, withholding taxes (whether federal, state, city, employment/self-employment, or otherwise), unemployment compensation benefits, workers' compensation insurance, and/or Fair Labor Standards Act requirements. Both parties shall be solely responsible for paying their own employees and/or independent contractors, including paying any applicable taxes or benefits as described in this section. Neither party shall provide the other party with any other benefits, retirement plans, fringe benefits, or similar benefit programs.

Other Terms

Arbitration: In the event of any claims and/or disputes between Dayton Realty and Customer related to this BSA, Dayton Realty and Customer shall use arbitration administered by Ejudicate, Inc. d/b/a Brief("Brief") in accordance with Briefs then published rules, arbitrator selection process, discovery restrictions, and live hearing conditions found on its website (www.thinkbrief.com). Dayton Realty and Customer are giving up any rights to have claims and/or disputes litigated in a court, a jury trial, utilization of traditional discovery, and appeal. The arbitration shall be conducted by a single arbitrator and in English. Dayton Realty and Customer agree that hearings and live testimony are limited and will be initiated solely at the discretion of the arbitrator and that the arbitrator may make a ruling based solely on the evidence, documents, and/or written testimony timely submitted by Dayton Realty and/or Customer. Any judgment rendered by the arbitrator shall be final, binding, and such judgment may be entered in any court of competent jurisdiction. If Broker of Record or Customer fail to either; a) proceed with arbitration, if successfully challenge the arbitrator's award, or c) comply with the arbitrator's award, then the opposing party is entitled to its costs including reasonable attorney fees and costs for having to compel arbitration and/or defend or enforce the **award**. Dayton Realty and Customer agree that Brief will apply Transaction State law to claims and/or disputes and its adjudication. Dayton Realty and Customer agree that the arbitrator can rely on digital copies of this BSA, digital signatures on this BSA, and all applicable documents and evidence submitted to the arbitrator on the Brief platform, each submission of which shall be deemed to be evidentially authenticated by the arbitrator, unless specifically and timely objected to by the opposing party. In the event that Brief is unable to administer a claim and/or dispute of this BSA, or related to this BSA, then the parties agree to utilize an alternative arbitrator of the claimant's choice. Unless contrary to law, the arbitration proceedings and the arbitration award shall be treated as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, and/or enforce the award and for disclosure in

confidence to any respective attorneys, tax advisors, and/or senior management. The arbitrator to whom a claim and/or dispute has been submitted shall retain jurisdiction to enforce this section after entry of judgment in any court having competent jurisdiction. Assignment: This BSA shall not be assigned by either party without the written consent of the other party.

Attorneys' Fees: In the event of any disputes between Dayton Realty and Customer to enforce any rights and/or obligations in this BSA, the nonrevealing party shall pay the prevailing party its reasonable attorneys' fees and/or other expenses of enforcement proceedings. The prevailing party shall be the party receiving a net affirmative award and/or judgment.

Cancellation: Either party may cancel this BSA with a 30-day written notice to the other party. Such cancellation can be made with or without cause or for reasonable cause which shall be specified in the cancellation. During the 30-day written notice period, both parties shall continue to work with each other in good faith. Civil Matters & Liability: Dayton Realty and Customer shall cooperate with all civil matters pertaining to this BSA. Dayton Realty shall not be liable for any amounts owed to prevailing parties which exceed one-half of all fees earned by Dayton Realty under this BSA. This provision shall supersede any individual amounts assessed.

Counterparts: This BSA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer

Representations & Warranties: Customer represents and warrants that neither the Property nor the Customer are currently the subject of any of the following matters: a) regulatory audits, investigations, or complaints, b) administrative audits, investigations, or complaints, c) state or federal fair housing complaints, investigations, grievances, or lawsuits, or d) civil lawsuits. If any matters in this section apply, they must be referenced in an attached addendum and signed by Dayton Realty and Customer. Electronic Signatures: An electronically signed and delivered version of this document (whether via email, facsimile, or other method) shall be considered an original document with original signatures. In such case, it shall have the same binding effect as an original signature on an original document. Entire Agreement: This BSA is the entire

agreement between Dayton Realty and Customer regarding the Property. Governing Law: This

BSA shall be governed by the laws of the Transaction State.

Indemnification: Customer shall defend, indemnify, and hold Dayton Realty harmless at its own cost and expense from and against any claims brought by third parties as a result of performance of this BSA. This provision includes regulatory, civil, criminal, and administrative proceedings. If Customer fails to promptly, professionally, and diligently defend Dayton Realty, Dayton Realty may, but will have no obligation to, assume the conduct of the defense, or settle the claim without Customer's consent. In such case, Customer shall be fully responsible for the costs and expenses of the defense and settlement. Insurance: Customer agrees to obtain and ensure continuous coverage while this BSA is in effect, professional liability insurance in the amount of at least \$1,000,000 covering Customer and naming Dayton Realty as an additional.

Enhanced Indemnification & Hold Harmless Clause

Indemnification and Hold Harmless. The Client shall **fully indemnify, defend, and hold harmless** the Broker, its parent entities, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns (collectively, “Broker Indemnitees”) from and against **any and all claims**, demands, actions, suits, proceedings, investigations, liabilities, losses, damages, fines, penalties, judgments, costs, and expenses of any kind whatsoever—including, without limitation, **reasonable attorneys’ fees, expert fees, and litigation costs**—arising out of, relating to, or resulting from:

(a) any act, error, omission, negligence, misrepresentation, or misconduct by the Client or its employees, agents, contractors, or representatives; (b) the Client’s failure to provide accurate, complete, or timely information required for underwriting, compliance, or policy servicing; (c) any breach of this Agreement by the Client; (d) any violation of applicable federal, New Jersey, or Florida laws, regulations, or insurance carrier requirements by the Client; (e) any disputes,

claims, or actions between the Client and any insurer, vendor, service provider, employee, or third party not under the Broker's control; (f) any acts or omissions of prior brokers, agents, or consultants not affiliated with the Broker; and (g) any claims alleging that the Broker relied on inaccurate, incomplete, or misleading information supplied by the Client.

The Client's duty to **defend** shall arise immediately upon written notice of any claim, regardless of whether liability has been established. The Broker retains the right, at its sole discretion, to participate in the defense with counsel of its choosing.

This indemnification obligation shall **survive termination** of this Agreement and shall not apply solely to claims proven to result from the Broker's **gross negligence or willful misconduct**. No other limitation of liability shall restrict the Client's obligations under this Section.

Insured

Legal & Tax Advice: If Dayton Realty or Customer desires legal or tax advice, they should consult an appropriate professional. Notices: Notices shall be sent via email to the email addresses provided in the signature sections. Regulatory Matters: Dayton Realty and Customer shall cooperate with all regulatory matters related to this BSA. Customer acknowledges that regulatory agencies may, at times, enforce license laws in direct contradiction to Transaction State law.

Customer agrees to defend, indemnify, and hold Dayton Realty harmless from any regulatory investigations, audits, violations, or allegations arising out of this BSA.

investigations, audits, violations, and/or allegations resulting from this BSA. Time is of the essence: Dayton Realty and Customer understand that time is of the essence. If either party believes the other party is violating this provision, either party may unilaterally cancel this BSA

by delivering written notice to the other party.

Limitation of Services Provided: While Dayton Realty may be licensed in states other than the Transaction State, no other states or properties shall apply to this BSA. If Customer desires to engage Dayton Realty for properties or activities outside the scope of this BSA, a separate agreement and fee is required. Severability: If a court of competent jurisdiction determines that any provision in this BSA is unenforceable, invalid, and/ or illegal, or if Dayton Realty's regulatory agency in the Transaction State does not allow any particular provision, only that provision shall be deemed eliminated and such modification shall not impact the validity or binding effect of the rest of the provisions in this BSA.

Property List

If multiple properties apply, enter here.

Customer

Customer's Office _____

Title _____

Customer's Signature _____ Date _____

Customer's Street address, Suite# _____

Customer's City, State, and Zip _____

Customer's Phone _____

Customer's Email _____

Dayton Realty LLC

Dayton Realty LLC

Broker of Record's Firm

Dayton Parkinson

Broker of Record's Name

President & Broker Title

Dayton Parkinson

Broker of Record's Signature _____ Date _____

