

COLLECTION  
OF RENT

(a) To advertise the availability for rental of the herein described premises or any part thereof, and to display signs thereon; to sign, renew and/or cancel leases for the premises or any part thereof, to collect rents due or to become due and give receipts therefor, to terminate tenancies and to sign and serve in the name of the Owner such notices as are deemed needful by Agent; to institute and prosecute actions, to evict tenants and to recover possession of said premises; to sue for in the name of the Owner and recover rents and other sums due; and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies.

## REPAIRS

(b) To make or cause to be made and supervise repairs and alterations, and to do decorating on said premises; to purchase supplies and pay all bills. The Agent agrees to secure the approval of the Owner on all expenditures in excess of \$300.00 for any one item, except monthly or recurring operating charges and/or emergency repairs in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or to maintain services to the tenants as called for by their tenancy.

## EMPLOYEES

(c) All labor and/or employees required for the operation and maintenance of the premises shall be employees of the Agent or a subsidiary of the Agent; it being understood that the Owner shall not be deemed an employer in any sense, and all costs of such labor and/or employment including workman's compensation insurance shall be reimbursable by the Owner.

SERVICE  
CONTRACTS

(d) To make contracts for electricity, gas, fuel, water, telephone, window cleaning, ash or rubbish handling and other services or such of them as the Agent shall deem advisable; the Owner to assume the obligation of any contract so entered into at the termination of this agreement.

SAVE  
HARMLESS

(4) The Owner and Agent mutually agree as follows:

(a) As compensation for its services, Agent will receive a commission of six per cent (6%) of all rents received during the term of this agreement. Said commission to be deducted from rents on a monthly basis and reported to Owner as heretofore provided.

(b) At any time during the initial five (5) year term of this agreement or any extension thereof, Owner, by giving Agent ninety (90) days written notice, may terminate and cancel this agreement. In that event Agent would be paid by Owner a lump sum payment of \$5,000. and in addition thereto, Agent would continue to receive on a monthly basis, 3% commission of the gross rentals paid on any leases or renewals in effect as of the date of said cancellation. This would include all renewals negotiated by Agent contained in any lease in effect as of the date of said cancellation which may be exercised in the future. Provided, however, that should said Tenant refuse to exercise the renewal in accordance with the terms as negotiated by Agent, and the terms of said renewal are changed through negotiations between said Tenant and Owner then and in that event, Agent shall not be entitled to any commission thereon. At said time of cancellation, Agent would be relieved of all future responsibilities under this Agreement.

B 2 2 0

4328 RV.2