

SAMPLE AGREEMENT

Carlyle Management Co.

MANAGEMENT AGREEMENT

IN CONSIDERATION of the covenants herein contained, _____ (hereinafter called "OWNER"), and CARLYLE MANAGEMENT COMPANY (hereinafter called "AGENT"), agree as follows:

1. The OWNER hereby employs the AGENT exclusively to rent and manage the following properties (hereinafter called the "Premises"):

upon the terms and conditions hereinafter set forth, for a term of ONE YEAR beginning on the 1st day of _____, 20____, and ending on the _____ day of _____, 20____, and thereafter for yearly periods from time to time, unless on or before Ninety (90) days prior to the expiration of any such renewal period, either party hereto shall notify the other in writing that it elects to terminate this Agreement, in which case this Agreement shall be terminated on said last mentioned date. (See also Paragraph 6.3 below.)

2. THE AGENT AGREES:

- 2.1 To accept the management of the Premises, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of its organization for the rental operation and management of the Premises.

- 2.2 To render monthly statement of receipts, disbursements, and charges to the following person(s) at the address(es) shown:

and to remit each month the net proceeds (provided AGENT is not required to make any mortgage, escrow, or tax payments on the first day of the following month). AGENT will remit the net proceeds or the balance thereof making allowance for such payments as have been specifically directed by OWNER in writing.

In case the disbursements and charges shall be in excess of the receipts, the OWNER agrees to pay such excess promptly, but nothing herein shall obligate the AGENT to advance its own funds on behalf of the OWNER.

- 2.3 To cause all employees of the AGENT who handle or are responsible for the safekeeping of any monies of the OWNER to be covered by a fidelity bond in an amount and with a company determined by the AGENT.

3. THE OWNER AGREES:

To give the AGENT the following authority and powers (all or any of which may be exercised in the name of the OWNER) and agrees to assume all expenses in connection therewith:

- 3.1 To advertise the Premises or any part thereof; to display signs thereon and to rent the same; to cause references of prospective tenants to be investigated; to sign leases for terms not in excess of One (1) year and to renew and/or cancel the existing leases and prepare and execute new leases; to terminate tenancies and to sign and serve such notices as are deemed needful by the AGENT; to institute and prosecute actions to oust tenants and to recover possession of the Premises; to sue for and recover rent; and, when expedient, to settle, compromise, and release such actions or suits, or reinstate such tenancies. OWNER shall reimburse AGENT for all expenses of litigation including attorney's fees, filing fees, and court costs which AGENT does not recover from tenants. AGENT may select the attorney of its choice to handle such litigation.

- 3.2 To hire, discharge, and pay all engineers, janitors, and other employees; to make or cause to be made all ordinary repairs and replacements necessary to preserve the Premises in its present condition and for the operating efficiency thereof and all alterations required to comply with lease requirements, and to do decorating on the Premises; to negotiate contracts for nonrecurring items not exceeding Five Thousand Dollars (\$5,000.00) and to enter into agreements for all necessary repairs, maintenance, minor alterations, and utility services; and to purchase supplies and pay all bills. AGENT shall secure the approval of the OWNER for any alterations of expenditures in excess of Two Thousand Five Hundred Dollars (\$2,500.00) for any one item, except monthly or recurring operating charges and 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.
 - 3.3 To collect rents and/or assessments and other items due and give receipts therefor and to deposit all funds collected hereunder in the AGENT's custodial account.
 - 3.4 To handle tenants' security deposits and to comply, on the OWNER's behalf, with applicable state or local laws concerning the AGENT's responsibility for security deposits and interest thereon, if any.
 - 3.5 To execute and file all returns and other instruments and do all acts required of the OWNER as an employer with respect to the premises under the Federal Insurance Contributions Acts, the Federal Unemployment Tax Act, and Subtitle C of the Internal Revenue Code of 1954 with respect to wages paid by the AGENT on behalf of the OWNER and under any similar federal and state law now or hereafter in force (and in connection therewith the OWNER agrees upon request to promptly execute and deliver to the AGENT all necessary powers of attorney, notices of appointments, and the like).
 - 3.6 The AGENT shall not be required to advance any monies for the care or management of said property, and the OWNER agrees to advance all monies necessary therefor. If the AGENT shall elect to advance any money in connection with the property, the OWNER agrees to reimburse the AGENT forthwith and hereby authorizes the AGENT to deduct such advances from any monies due the OWNER. The AGENT shall, upon instruction from the OWNER, impound reserves each month for the payment of real estate taxes, insurance, or any other special expenditure.
4. THE OWNER FURTHER AGREES:
- 4.1 To indemnify, defend, and save the AGENT harmless from all suits in connection with the Premises and from liability for damage to property and injuries to or death of any employee or other person whomsoever, and to carry at his (its) own expense public liability, elevator liability, and worker's compensation insurance naming the OWNER and the AGENT and adequate to protect their interests in form, substance, and amounts reasonably satisfactory to the AGENT, and to furnish to the AGENT certificates evidencing the existence of such insurance. Unless the OWNER shall provide such insurance and furnish such certificate within thirty (30) days from the date of this Agreement, the AGENT may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the OWNER. All such insurance policies shall provide that the AGENT shall receive thirty (30) days written notice prior to cancellation of the policy.
 - 4.2 To pay all expenses incurred by the AGENT, including, but not limited to, reasonable attorney's fees and AGENT's costs and time in connection with any claim, proceeding or suit involving an alleged violation by the AGENT or the OWNER, or both, of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes, or fair housing, including, but not limited to, any law prohibiting, or making illegal, discrimination on the basis of race, creed, religion, national origin, sex, familial status, or mental or physical handicap, provided, however, that the OWNER shall not be responsible to the AGENT for any such expense in the event the AGENT is finally adjudicated to have personally, and not in a representative capacity, violated any such law. Nothing contained herein shall obligate the AGENT to employ counsel to represent the OWNER in any such proceeding or suit, and the OWNER may elect to employ counsel to represent the OWNER in any such proceeding or suit. The OWNER also agrees to pay reasonable expenses (or an apportioned amount of such expenses where other employers of AGENT also benefit from the expenditure) incurred by the AGENT in obtaining legal advice regarding compliance with any law affecting the premises or activities related thereto.

- 4.3 To indemnify, defend, and save the AGENT harmless from all claims, investigations, and suits, or from actions or failures to act of the OWNER, with respect to any alleged or actual violation of state or federal labor laws, it being expressly agreed and understood that as between the OWNER and the AGENT, all persons employed in connection with the Premises are employees of the OWNER, not the AGENT. However, it shall be the responsibility of the AGENT to comply with all applicable state or federal laws. The OWNER's obligation under this paragraph 4.3 shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.
- 4.4 To give adequate advance written notice to the AGENT if the OWNER desires that the AGENT make payment, out of the proceeds from the Premises, of mortgage indebtedness, general taxes, special assessments, or fire, steam boiler, or any other insurance premiums.

5. THE OWNER AGREES TO PAY THE AGENT EACH MONTH:

FOR MANAGEMENT: percent (%) of the monthly gross receipts from the operation of the Premises during the period this Agreement remains in full force and effect, whichever is the greater amount. Gross receipts are all amounts received from the operations of the Premises including, but not limited to, rents, parking fees, retained deposits, laundry income, and fees.

6. IT IS MUTUALLY AGREED THAT:

- 6.1 The OWNER expressly withholds from the AGENT any power or authority to make any structural changes in any building or to make any other major alterations or additions in or to any such building or equipment therein, or to incur any expense chargeable to the OWNER other than expenses related to exercising the express powers above vested in the AGENT without the prior written direction of the following person:

except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the premises or the safety of the tenants and occupants thereof or are required to avoid the suspension of any necessary service to the Premises.

- 6.2 The AGENT does not assume and is given no responsibility for compliance of any building on the Premises or any equipment therein with the requirements of any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify the OWNER promptly or forward to the OWNER promptly any complaints, warnings, notices, or summonses received by it relating to such matters. The OWNER represents that to the best of his (its) knowledge the Premises and such equipment comply with all such requirements and authorizes the AGENT to disclose the ownership of the Premise to any such officials and agrees to indemnify and hold harmless the AGENT, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.
- 6.3 In the event it is alleged or charged that any building on the Premises or any equipment therein or any act or failure to act by the OWNER with respect to the Premises or the sale, rental, or other disposition thereof fails to comply with, or is in violation of, any of the requirements of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction thereover, and the AGENT, in its sole and absolute discretion, considers that the action or position of the OWNER or registered managing agent with respect thereto may result in damage or liability to the AGENT, the AGENT shall have the right to cancel this Agreement by written notice to the OWNER of its election so to do, which cancellation shall be effective upon the service of such notice. Such notice may be served personally or by registered mail, on or to the person named to receive the AGENT's monthly statement at the address designated for such person as provided in Paragraph 2.2 above, and if served by mail shall be deemed to have been served when deposited in the mails. Such cancellation shall not release the indemnities of the OWNER set forth in Paragraph 4 and 6.2 above and shall not terminate any liability or obligation of the OWNER to the AGENT for any payment, reimbursement, or other sum of money then due or payable to the AGENT hereunder.

6.4 AGENT agrees that OWNER shall not be responsible to pay to the AGENT any commissions for the rental, negotiation or renewal of any lease agreements. In the event an independent real estate broker is used to procure a commercial tenant, AGENT agrees to forgive its portion of any co-brokerage fee obtained in favor of the OWNER.

7. AGENT hereby discloses that Allied Contractors of Ohio, Inc. is a related company.

8. This Agreement may be canceled by OWNER before the termination specified in Paragraph 1 on not less than sixty (60) days prior written notice to the AGENT.

9. The OWNER shall pay or reimburse the AGENT for any sums of money due it under this Agreement for services for actions prior to termination, notwithstanding any termination of this Agreement. All provisions of this Agreement that require the OWNER to have insured or to defend, reimburse, or indemnify the AGENT (including, but no limited to, Paragraphs 4.1, 4.2, and 4.3) shall survive any termination and, if AGENT is or becomes involved in any proceeding or litigation by reason of having been the OWNER's AGENT, such provisions shall apply as if this Agreement were still in effect. The parties understand and agree that the AGENT may withhold funds for thirty (30) day after the end of the month in which this Agreement is terminated to pay bills previously incurred but not invoiced and to close accounts.

This Agreement shall be binding upon the successors and assigns of the AGENT and their heirs, administrators, executors, successors, and assigns of the OWNER.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this day of _____, 20__.

WITNESSES:

OWNER:

, its

AGENT:

Carlyle Management Co.

Charles K. Schulman, its President



AGENCY DISCLOSURE STATEMENT

This form is NOT a contract



Whether you are listing, buying, or leasing property, a real estate agent can provide you with expertise and assistance. In some cases, you will be represented by the real estate agent as his/her client; in other instances you may be working with the agent as a customer.

This form is being provided to help you understand the role of the real estate agent and broker in your real estate transaction. It is also intended to help you understand the role of other agents who may be involved in your transaction.

When you agree to be represented by a real estate agent, the brokerage the agent works for also becomes your agent. Legally, the other agents in the brokerage do not represent you unless they are a manager in the brokerage, or unless you agree that these other agents will also represent you.

The following is information about the different relationships that can be created between you and a real estate agent in Ohio. (For purposes of this form the term "seller" also includes a landlord and the term "buyer" also includes a tenant.)

Seller's Agency:

In this type of relationship, the agent (and the brokerage the agent works for) owe the seller loyalty, obedience, confidentiality, accounting, and reasonable skill and care in performing their duties, and any other duties contained in an agency agreement. The agent and brokerage are required to act solely on behalf of the seller's interests to seek the best price and terms for the seller. Finally, a seller's agent and brokerage also have an obligation to disclose to the seller all material information obtained from the buyer or from any other source.

Disclosed Dual Agency:

In this type of relationship, one agent may represent both parties in a real estate transaction, but only if both parties consent. Disclosed dual agency is most likely to occur when both the buyer and seller are represented by the same agent. If this happens, the buyer and seller must sign a dual agency disclosure statement that describes the duties and obligations of the dual agent. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party and may not advocate or negotiate on behalf of either of the two parties.

Subagency:

In this type of relationship, a seller may authorize the listing agent and brokerage to offer "subagency" to other agents/brokerages. Basically this means the listing broker would solicit other brokers and agents to also work toward the seller's goal of trying to sell the property. A subagent would also represent the seller's interests and has all of the same duties as the listing agent, including loyalty and confidentiality and the obligation to disclose all material facts to the seller.

In-Company Transactions

An in-company transaction is one in which the seller and buyer are each represented by two separate real estate agents who both work for the same brokerage. (This is sometimes referred to as "split" agency.) In this instance, the brokerage is a dual agent representing both buyer and seller. However, the two agents can legally represent the separate interests of each of their clients. The only exception to this would be if one or both of the agents are in a management position in the brokerage. In that instance, the manager(s) would also have to be a dual agent.

Buyer's Agency:

In this type of relationship, a buyer's agent (and the brokerage the agent works for) owe the buyer loyalty, obedience, confidentiality, accounting, and reasonable skill and care in performing their duties and any other duties contained in an agency agreement. The agent and brokerage are required to act solely on behalf of the buyer's interests to seek the best price and terms for the buyer. A buyer's agent and brokerage also have an obligation to disclose to the buyer all material information obtained from the seller or from any other source.

In instances where this "split" agency occurs the brokerage is required to objectively supervise the agents involved so they can each fulfill their duties to their respective clients and assist the parties, in an unbiased manner.

However, because the brokerage is a dual agent it cannot:
-Advocate or negotiate on behalf of either the buyer or seller,
or -Disclose confidential information to any party or any other employee or agent of the brokerage, or -Use confidential information of one party to benefit the other party to the transaction.

The disclosures in this form are required by the State of Ohio. *(THIS FORM IS NOT A CONTRACT)*

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Disclosure of Agency Relationship

(THIS FORM IS NOT A CONTRACT)

The real estate agent who is providing you with this form is required to do so by Ohio law. It does not, by itself, obligate you to work with this agent or his/her brokerage; nor will you be bound to pay any compensation to the agent or the agent's brokerage by merely signing this form.

Instead, the purpose of this form is to make sure you have the necessary information you need to know about the role of this agent if you choose to work together. By signing, you acknowledge that you have been provided this information and agree to it. If you do not, you can consult with an attorney for further advice.

As a potential seller/landlord or buyer/tenant of real estate I understand and agree that

Charles K. Schulman and Carlyle Management Co. will:
(Agent) (Brokerage)

- Represent the seller/landlord
- Represent the buyer/tenant

I also understand and agree that the following may also possibly occur in a real estate transaction in which I may be involved with this agent

- The same agent who represents me could potentially represent the other party in a transaction involving me. The agent and brokerage would then both be **dual agents**.
- A different agent in the same brokerage could potentially represent the other party in a transaction involving me. Each agent would represent the interests of their separate client. The brokerage would be a **dual agent**. A management level licensee is also a dual agent if representing a client in an in-company transaction.

I have reviewed the information on the reverse side of this form and I have been given a completed copy of this Disclosure of Agency Relationship.

_____	_____	_____	_____
(Buyer or Tenant)	(Date)	(Seller or Landlord)	(Date)
_____	_____	_____	_____
(Buyer or Tenant)	(Date)	(Seller or Landlord)	(Date)

To be completed only in an in-company transaction involving two agents ("Split" Agency)

Both buyer/tenant and seller/landlord acknowledge and agree that in a contemplated transaction involving property located at _____ the buyer/tenant is represented by _____ and the seller/landlord is represented by _____.

By initialing below both parties acknowledge and agree that they are aware that both agents are affiliated with the same brokerage; that each agent will represent the separate interests of their separate client, (unless a management level licensee is one of the agents involved in the transaction); that it was previously disclosed that this could occur; and that they consent to the brokerage acting as a dual agent.

Buyer/Tenant's initials: _____ Seller/Landlord's initials: _____
Date: _____ Date: _____

Any questions regarding the role or responsibilities of the brokerage or its agents can be directed to an attorney or to:

Ohio Division of Real Estate and Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614)466-4100

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