

ATLAS Property Services, Inc
3100 Lorna Rd Suite 307
Birmingham, AL 35216
P 205.340.6385
C 205.492.6988
TeamAtlas40@gmail.com

Exclusive Leasing and Management Agreement

In consideration of the covenants herein contained CW INVESTMENT GROUP
INTL, LLC (the Owner) and ATLAS Management (the Agent) agree as follows:

Owner hereby appoints Agent as sole and exclusive Agent of Owner to lease and manage the property located at 4737 Ave R in the state of Alabama, county of Schump city of Birmingham zip 35208 ("Premises"), consisting of land, building and other improvements thereof, upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish its services for leasing and management of rental agreement, owner agrees to pay all expenses in connection with those services.

The terms of this Agreement shall begin on _____ and continue through and include _____ ("the initial term") and thereafter shall automatically be renewed from year to year unless terminated as provided in paragraph 6 herein. Each renewal term will include each of the provisions set out in this Agreement, except for any changes to the rates, notices of use, rental standards, or any other schedule changes made by the management company per written notice of said changes.

1. Agent's Authority

Agent shall collect all rents, charges, and other amounts receivable on owner's account in connection with the leasing, occupancy, and management of the rental agreement. Agent shall use reasonable efforts to keep premises rented by procuring tenants for the premises. Agent is authorized to negotiate, prepare, and execute all leases, renewals and extensions thereof, for terms to be determined by Agent, and to cancel and modify existing leases. Agent shall execute all leases for Owner. No lease shall be more than two (2) years without written approval from Owner.

Rents are to be collected in the amount of \$ 950.00 and is due on the first of each month and late on the fifth. Rents are payable by the 9th & As paid thereafter of each month, minus rental management fees. As rental market conditions change, this amount may be adjusted accordingly, with the Owner's consent.

For the procuring of a tenant, Owner agrees to pay ATLAS Management half of one-month rent,

minimum of \$250.00. In the event Agent has to collect late fees with rent, half of all late fees will be paid to Agent for their time in the collection of late fees through mail, email or in person.

Owner agrees to ensure that Agent is kept informed at all times of Owner's current address, phone numbers, email and all other sources of contact for emergency purposes.

2. Damage Deposits

Agent shall collect, deposit, and disburse all Damage deposits from an escrow account. Said damage deposits shall be maintained and used for repairs caused by the tenant during occupancy. Damage Deposits can be used for repairs during tenant's lease. It can also be put back in escrow from rent collected from the tenant. Owner directs Agent to collect and hold Damage deposit in the amount \$ 950.00

The acceptance of pets and pet fees are at the discretion of the property owner. Owner _____ will will not allow pets with the following conditions _____ If owner will accept pets, owner directs Agent to collect a non-refundable pet fee in the amount \$ _____. No animals labeled as vicious will be allowed on the property. All non-refundable pet fees collected will be disbursed to owner.

3. Relationship of Agent and Owner, Disclosure

The relationship of the Owner and Agent shall be that of Principal and Agent, and all duties performed by agent under this agreement shall be on behalf of the owner, in owner's name and of owner's account. **The owner shall not enter the premises, nor permit any person, whether family member or repairman to do so without written prior notification to, approval of, and coordination with the Agent.** The owner understands that any personal property or possessions stored in or on property should be secured. Atlas management assumes no liability for the loss or damage of personal property. The owner also agrees not to leave materials of nature unsuitable for rental occupancy on the premises.

4. Insurance, Legal Compliance, Liability, Indemnification

Owner shall maintain adequate fire, physical damage, and extended insurance coverage on the premises and insurance against liability for loss, damage, or injury to persons or property related to the premises. The amount and types of insurance shall be adequate to protect the interest of both Owner and Agent and shall be satisfactory to agent as to form, substance, and amounts of coverage. Any deductibles provided by such insurance shall be adequate to protect the interest of both Owner and Agent and shall be satisfactory to agent as to form, substance and amounts of coverage. Any deductibles provided by such insurance shall be Owners responsibility. Agent shall be listed as the "rental manager" on all liability insurance policies maintained with respect to the premises and so written as to protect agent as co-insured. Owner agrees to furnish agent with certificate of insurance or with copies of such policies within fifteen (15) days of execution of this agreement.

Agent assumes no liability for any acts of omission of Owner, or previous owners of the premises, or

previous managers of the premises, or of agents of such owners or managers. Agent assumes no liability or responsibility for tenant's breach or default in payment of rent or other charges or in performance of its obligations under any lease or applicable law. Owner shall indemnify agent from and against any and all claims, demands, actions, cause of action, judgments, expenses (including reasonable attorney's fees and court costs), and other liability arising in connection with the premises, including but not limited to liability arising from past, present or future alleged or actual violations of the law, statutes, codes or ordinances, or Agent's management and leasing of premises under this agreement. Agent shall be deemed to have fully complied with its responsibility under this agreement by exercising ordinary care in the rental management and leasing of the premises, and agent shall have no liability hereunder except for its gross negligence or willful misconduct.

5. Litigation

Agent is authorized to institute, in Owner's name, legal actions or proceedings for the collection of rent and other charges due under the lease or for the eviction or dispossession of tenants or other persons from the premises. Agent is authorized to sign and issue such notices as agent deems proper for lease enforcement, including but not limited to the collection of rent and other charges. Agent is authorized to settle, compromise, and release such legal actions to reinstate such tenancies. Owner shall pay all expenses incurred by Agent, including but not limited to reasonable attorney fees and fees for agents time and any damages, judgments, liability, fines, penalties or court costs in connection with any and all claims, proceeding, or suites involving an alleged violation by Owner, Agent or both of any law pertaining to Landlord-Tenant relations.

6. Termination

Either Owner or Agent may terminate this agreement for any reason with a (60) sixty day written notice of termination which must be sent by certified mail. If there is a lease or leases secured by Agent still in effect at the date of termination of this agreement, the owner agrees to pay the Agent management fees for the unexpired term of the lease or leases at the time of termination, said amount to be due within fifteen (15) days of the date the termination takes effect. In the event Owner fails to make such payment, Agent may turn the account over to an attorney for collection, and Owner shall be responsible for all costs of collection, including a reasonable attorney fee, costs of court, and interest.

7. Non-discrimination

Owner acknowledges that Owner and Agent are subject to and must comply with all federal, state and local laws that prohibit discrimination on the basis of age, race, color, creed, national origin, sex, marital status, handicap or familial status. Agent agrees to subject each application to a criminal background check and eviction records check prior to execution of lease.

8. Agents compensation for Management of Lease

As compensation for the services provided by Agent under this Agreement, in addition to

reimbursement of expenses to which Agent is entitled hereunder, Owner shall pay Agent as follows:

- **Commission:** Upon placement of tenant in each property, half of first month rent or first \$250.00 paid by tenant, whichever is more, will be paid to Agent as commission. Upon renewal of lease, the Agent will collect \$50.00 as commission.
- **For Management Services:** Owner agrees to pay Agent each month for management, 10% (ten percent) of gross rental receipts collected or a minimum of \$50.00. Any time agent inspects property, for work performed or for quarterly inspections, there will be a \$25.00 fee paid to Atlas.
- **Late Fees:** Rent is due on the 1st of each month and late on the fifth. After the fifth of the month tenant will receive a late notice letter and be assessed a \$50.00 late fee. Tenant will be assessed an additional \$5.00 per day, if rent has not yet been received. On the 20th of each month, if tenant has still not paid, they will be turned over to attorney for eviction. Owner shall pay half of all late fees collected to Agent for collections, not to include rent money.
- **For Small Claims or Eviction:** If Agent is required by Owner to file eviction or small claims against tenant on Owners behalf, the file with all information will be turned over to Jim Sandefer Attorney at Law for all legal proceedings.

~~Jim Sandefer Attorney at Law~~
Denton Sirote PC

9. Maintenance and Repair

While a home is unoccupied or leased, periodic inspections are made to see that lawn is maintained, the inside is maintained, and property is presentable and that no vandalism has occurred. If the exterior or interior is not presentable, property will need to be brought to rentable condition at owner or tenant's expense. Agent will coordinate repairs to get property in presentable condition. The expense to be incurred for any one time maintenance, alteration, refurbishing or repair shall not exceed the sum of \$250.00 unless specifically authorized by Owner, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the safety or for the preservation of the Premises, or to avoid the suspension of any essential service to the premises, or to avoid danger to persons or property, then such emergency repairs may be made by Agent and shall be deemed approved by owner.

Owner certifies to the best of their knowledge that all appliances, heating, cooling, plumbing, electrical and structural systems are all in good working order and normal operating condition. Yearly HVAC cleaning will be done on all units at owner expense to maintain units. Owner agrees to maintain property in tenantable condition and repair any future issues in a timely manner that could prevent timely leasing of the property. Agent has the right to return property to Owner if the property is not maintained in tenantable condition. Owner will sign W-9, fill out owner questionnaire, and provide survey, if available. When property is added to management inventory, it must be brought to Agent's standards, i.e. professionally cleaned, yard maintained, and carpet cleaned professionally, if deemed necessary at Owner's expense. If Owner is not able to do maintenance on their property, ATLAS

Property Management can be hired to perform maintenance for a fee.

Owner X does _____ does not wish to hire ATLAS Management to perform maintenance on the rental unit. If ATLAS Management is not hired to perform maintenance on the rental unit, Owner will be required to have all maintenance completed. ATLAS Management reserves the right to have all essential maintenance completed in the event Owner fails to do so. Owner will be charged for work completed. ATLAS will give Owner five days to have work completed, unless it is emergency maintenance. Emergency maintenance will be completed immediately.


In the event said Agent shall change or alter its operating/business name, this agreement shall transfer to the new company/name.

This agreement shall be binding upon all successors and assigns of the Agent and the heirs, administrators, executors, successors and assigns of the Owner(s). In witness whereof the parties hereto have affixed their respective names.

Owner of said property _____ is _____ is not a licensed real estate agent in the State of Alabama.

* See attached Addendum A

Owner(s):



6/2/26

Owner

Date

Agent



Property Manager

6/1/2026

Date

ATLAS Management

Owner Information

Name(s): CW Investment Group Intl, LLC Date: May 12, 2026

Contact Phone numbers: (504) 235-5233

Email Address: Cheryl @ US Flood Control.com

Owners SS#/ Tax ID: _____

If owner is not an individual, who is listed as owner on deed/Tax record?

Any other investors/owners who have ownership of this property?

If answer is yes, who are the other owners? _____ Is
rental property mortgaged? _____ Mortgage company name? _____

Insurance company: _____ Phone _____

Address where disbursement should be mailed:

Information for ACH Deposit:

Bank Name: _____

Routing # _____ Acct# _____

Please attach a voided check for account listed above

Someone other than yourself that we can contact in case of an emergency:

Name	Contact #	Relationship
------	-----------	--------------

Owner Signature	Date
-----------------	------

ATLAS Management

Rental information:

Rental Property Address: 4737 Ave R City Birmingham
Zip: 35209

Max occupants: _____

Amount desired for rent: _____ Deposit: _____

Bedrooms 3 Bathrooms 1

Is home currently occupied or vacant? Sewer _____ or Septic _____
is the central HVAC? _____ Or Window units _____
Home _____ Duplex _____ Condo _____ apartment _____

of smoke alarms _____ # of fire extinguishers _____

Are there home owners association fees and if so how much? _____

Is home ready for move in? If not, when? _____

List any appliances that are included in home: _____

School District: _____

Are you using ATLAS Management to make repairs? _____ if not, is there any one you would like to use? _____

Name

Phone

ATLAS Management

Owner Information

Name(s): CW Investment Group LLC Date: May 12, 2026

Contact Phone numbers: (504) 235-5233

Email Address: Cheryl@USFloodControl.com

Owners SS#/ Tax ID: _____

If owner is not an individual, who is listed as owner on deed/Tax record?

Any other investors/owners who have ownership of this property?

If answer is yes, who are the other owners? _____ is

rental property mortgaged? _____ Mortgage company name? _____

Insurance company: _____ Phone _____

ATLAS Management

Rental information:

Rental Property Address: 4737 Ave R City Birmingham

Zip: 35209

Max occupants: _____

Amount desired for rent: _____ Deposit: _____

Bedrooms 3 Bathrooms 1

Is home currently occupied or vacant? Sewer _____ or Septic _____
is the central HVAC? _____ Or Window units _____

Home _____ Duplex _____ Condo _____ apartment _____

of smoke alarms _____ # of fire extinguishers _____

Are there home owners association fees and if so how much? _____

Is home ready for move in? If not, when? _____

List any appliances that are included in home: _____

School District: _____

Are you using ATLAS Management to make repairs? _____ if not, is there any one you would like to use? _____

Name

Phone