

Please PRINT clearly. Do not leave any blanks.

Attention: Adara Communities and its affiliated properties only works with Approved Locators. An approved locator is deemed to be a locator that has received actual approved status by our contracts department. We will not pay past due balances or any balance for locators that have provided services without proper approval.

1. **PARTIES AND PURPOSE.** This Locator Listing Agreement (the “Agreement”) is made between:

_____ (the “Broker”) and _____ (as the owner of the properties listed in Exhibit A on this _____ day of _____ 2024;

The above-named entity shall be referred to as “Owner” in this Agreement—even if the entity is a management company rather than the actual owner of the rental properties described in Exhibit A (the “Properties”). If a management company is designated as an “Owner” above, it represents that it has authority to bind the respective undisclosed owner(s) of the Properties. Locator agrees that the property owners (whether disclosed or undisclosed) will be liable to pay the locator commissions, and that the management company will not be liable. The purpose of the Agreement is to state the terms upon which Locator will be paid a commission for referring rental prospects who lease dwellings in the Properties.

2. **SERVICES PROVIDED BY LOCATOR.** Owner retains Locator as an independent contractor (and not as Owner’s agent) to direct prospects to sign leases as residents at the apartment communities and other rental housing owned or managed by Owner and covered by Exhibit A. No agency relationship exists unless expressly stated in paragraph 11 or in Exhibit B. Locator’s rights under this Agreement are non-exclusive, and Owner may retain other locator services to provide the same service that Locator is providing.

3. **INFORMATION ABOUT PROPERTIES.** Rent schedules, unit mix, floor plans, instructions, requirements, limitations or special provisions about the Properties are addressed in Exhibit B. “Specials” offered or withdrawn by Owner may be faxed to Locator. Specials change on a daily basis. Client sent by Locator will be offered specials on the day of application as applicable.

4. **Commissions to Locator.** The following shall apply unless otherwise provided in Exhibit B.

(a) Owner shall pay Locator a commission as follows: (1) 50% of one month’s full rent or 2) a commission of _____ under a 12 month lease executed by a resident who was undisputedly referred by Locator and who moves into a rental dwelling that is owned or managed by Owner and is covered by Exhibit A; & as provided in Exhibit B. Commissions will not be paid for leases for a term less than 12 months.

(b) At any time, the commission rate may be increased or decreased by Owner if prior written notice of the increase or decrease is given to Locator by an authorized representative of Owner. If a commission rate is changed, an effective date shall be specified. An earned commission shall be based on the commission rate in effect at the time Locator registers the prospect with Owner. Any changes in commission or approval to provide services will be sent via email to: _____ (locator’s email address) It is Locator’s responsibility to provide updated information to Locator’s team or other franchisees.

(c) A commission is earned by and due to the Locator *only* when all of the following have occurred:

- The Locator has undisputedly referred the resident to a specific property covered in Exhibit A; and applicant specifically lists Locator and Agency on the application at the time of application and original tour
- The Locator registered the prospect with Owner prior to the prospect’s entering into the lease;
- The resident has signed or entered into a lease with that property;
- The Owner has given the resident keys to the unit; and
- The Locator has complied with additional requirements, if any, contained in Exhibit B
- The Lease is for a minimum 12 months
- The referral is not for the locator him/herself or family member

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If there is a dispute, Owner will decide who or what was the procuring cause, taking into consideration which locator registered the prospect with Owner first and who or what the resident indicated was the procuring cause at the time of signing or entering into the lease.

- (d) Payment of a commission is due **90** days after the commission is earned and Owner is invoiced. Adara Communities should not be listed on any invoices. Invoicing can only be done after resident pays FULL first month's rent Vendor must provide documentation of referral. Any delays by vendor or locator to comply with the above is not the responsibility of the property and or Adara Communities.
- (e) All payments or compensation of any kind by Owner or Owner's agents or employees for services rendered by Locator under this Agreement will be paid only to Locator—and not to Locator's employees, agents or independent contractors performing locator services under Locator's broker's license.
- (f) Locator and Locator's agents, employees and independent contractors will not share commissions with, give or pay anything of value to any person or firm (including existing residents, prospective residents, brokers, employees and agents of the property owner or Management Company, and all others) except as expressly permitted below:
 - Locator may share commissions with bona fide agents, employees and independent contractors performing locator services at Locator's direction.
 - Locator and Locator's agents, employees and independent contractors **may not** share commissions with, give or pay anything of value to prospective residents of Owner.
 - Locator may share commissions with other brokers; and if such occurs, the other broker **may not** share commissions with, give or pay anything of value to prospective residents of Owner.

No such authority is given. The amount of any shared commission, gift or payment to prospective residents, if authorized above, shall be disclosed to Owner in each instance.

If permission has been given above for Locator or other brokers to share commissions with, give or pay anything of value to prospective residents, such permission will be void unless this Agreement (or a separate authorizing instrument) has been signed by an officer, managing partner or principle of the property owner or the property owner's management company. Onsite personnel are not empowered to authorize such commission sharing, gifts or payments to prospective residents.

- (g) **NOTICE:** If subparagraph (f) is violated by Locator, by any agent, employee or independent contractor of Locator, or by any broker with whom Locator shares commissions,
 - It will be deemed that Locator has violated this Agreement;
 - It will be presumed that Locator intended to defraud the property owner and the property owner's management company, if any; (the presumption is rebuttable)
 - It may be a violation of the Texas Real Estate License Act (TRELA); and
 - It may be grounds for revocation of Locator's license by the Texas Real Estate Commission (TREC).

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5. **REFERRAL REGISTRATION LOG.** Owner agrees to maintain a chronological registration log to record when all locators doing business with Owner register their prospects for a particular property. The log will contain the following: (1) name of the locator; (2) name of the person registering the prospect for the locator; (3) name of the prospect; and (4) date and time of day the prospect was registered. Prospects may be registered only by fax, telephone, email, computer linkup or in person—not by mail.
6. **REFUND OF COMMISSIONS.** Unless otherwise provided in Exhibit B, if a resident who is procured by Locator fails to pay rent or is given a notice to vacate for cause by Owner during the first three months of the resident's lease, Locator shall refund to Owner all or part of the commission as follows:
- (a) n/a% refund if resident, without default of the unit owner, does not pay the first full month's rent;
 - (b) 75% refund if resident, without default of the unit owner, does not pay the second full month's rent; and
 - (c) 65% refund if resident, without default of the unit owner, does not pay the third full month's rent.

In order to obtain a refund, Owner must notify Locator in writing within 60 days after the rent of the resident in question becomes due. Refunds are due **10** days after written refund request. Owner may at his/her discretion withhold monies for refunds on pending invoices.

7. **TERM.** This Agreement begins on the date it is signed by both parties and shall continue for **1** month thereafter. This Agreement may be terminated with 5 days written notice by either party. This Agreement shall be automatically renewed on a month-to-month basis until terminated with 15 days written notice by either party or in special circumstances will expire _____ days from this approval.
- If Owner still owns or manages the property in question on the date a lease is signed or entered into by the Locator's prospect, commissions will still be considered earned even if the lease is signed or entered into or keys are given to the resident in question after the date termination notice was given. Locator must provide all copies of documentation to support the commissions.

8. **REPRESENTATIONS AND WARRANTIES.**

- (a) **REAL ESTATE LICENSE.** Locator represents that: (1) Locator has and will at all times during this Agreement have a broker's license issued by TREC; (2) each of Locator's employees, agents and independent contractors who perform locator services have and will at all times have either a broker's or salesman's license issued by TREC; (3) there is no known action currently pending or threatened by TREC against Locator that might adversely affect Locator's right to hold a real estate license; and (4) Locator will abide by all federal, state and local laws governing real estate transactions and the rules of ethical conduct established by TRELA or TREC. A copy of applicable license is due at execution of this agreement.
- (b) **FAIR HOUSING LAWS.** Owner and Locator represent to each other that they do not discriminate against any person on the basis of race, color, religion, national origin, sex, familial status or disability. Owner and Locator will at all times comply with all applicable federal, state and local fair housing laws. Locator represents that Locator and its employees, agents and independent contractors who perform locator services have received appropriate training about such laws.
- (c) **MISREPRESENTATIONS.** Unless otherwise provided in paragraph 11 or Exhibit B, Locator acknowledges that it has no authority to represent and will not represent by action, implication or omission that: (1) Locator has authority to bind Owner to any promise or representation; and (2) Owner has or will take measures with respect to security matters or has the ability to provide security services to residents.
- (d) **EMPLOYEES, AGENTS AND CONTRACTORS OF LOCATOR.** Locator will be responsible, as provided by law, for the acts or omissions of its employees, agents and contractors who refer rental prospects to the Properties. Locator and Locator's employees, agents and contractors shall comply with this Agreement and all federal, state and local laws.
- (e) **DUE DILIGENCE IN HIRING AGENTS OR CONTRACTORS.** Locator will exercise due diligence to not hire employees to work or show dwelling units at the Property if they have a conviction or have a history of deferred adjudication, pretrial diversion or court ordered community supervision for any crime that may pose a serious potential risk of injury to residents. This includes such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, murder and kidnapping. It is Locator's responsibility to determine the best way to exercise that due diligence. Locator is encouraged to use all sources reasonably

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available, such as employment applications, employer references, www.publicdata.com, www.txdps.state.tx.us, etc. The foregoing is consistent with Locator's duty under the common law of negligent hiring.

- (f) **INVOICES.** Locator represents that any submission to Owner of an invoice for locator service commission shall be considered an affirmative representation by Locator that Locator did in fact refer the resident to Owner's specific property before the resident visited the property. Locator acknowledges that false representations made to procure a commission constitute: (1) a criminal offense under Texas Penal Code Sections 32.32 and 32.42; (2) common law fraud for which Locator can be liable for actual and punitive damages; (3) a violation of TREL A for which Locator's license may be revoked and \$1,000 civil penalty per violation may be assessed by TREC; and (4) possible other civil liability. Invoices must contain the TREC broker's license number of Locator. A Purchase Order is required for all invoices.
9. **INDEMNIFICATION.** Locator, Owner and any management company representing a Owner shall indemnify and hold each other harmless from all suits, damages, losses, fines, attorney's fees and claims relating to alleged acts or omissions of the parties and their respective directors, officers, employees, agents, successors and assigns while performing any duties under this Agreement. The benefits of this indemnity and hold harmless provision shall also extend to each other's respective directors, officers, employees, agents, successors and assigns. This indemnification provision does not affect Owner's obligations to pay locator fees under this agreement.
10. **INSURANCE COVERAGE.** Locator will maintain in full force at all times during the term of this Agreement, insurance in Locator's name, as follows:
- (a) Public (general) liability insurance coverage for personal injury and property damage in the minimum amount of **\$100,000.00** for each occurrence and **\$100,000.00** for more than one occurrence resulting in bodily injury or death.
- (b) Workers' compensation insurance covering all of Locator's employees who are performing locator services. Independent contractors performing such services for Locator are not "employees" of Locator.
- Locator shall furnish Owner written evidence of insurance upon execution of this agreement and as requested by owner.
11. **SIGNING LEASES.** (Locator does not have authority to accept rental applications on behalf of the property owner. Locator does not have authority to sign leases on behalf of the property owner. Any rental applications or leases used on behalf of the property owner shall be the latest Texas Apartment Association forms and shall reflect the rent schedules and terms described in Exhibit B, as modified by written notice to Locator from time to time.
12. **DEFAULT.** If either party violates this Agreement, the non-defaulting party may immediately terminate this Agreement by giving notice to the defaulting party. In litigation not involving personal injuries, the prevailing party shall recover attorney's fees, court costs and all litigation expenses from the non-prevailing party.
13. **MISCELLANEOUS.** This Agreement supersedes all other agreements between the parties and contains the entire agreement between the parties on this matter. Texas law applies. Each person signing below has authority to bind the person or entity for which he or she is signing. No representative of a party has authority to waive, amend or terminate this Agreement except in writing. At least one of the two parties referred to in paragraph 1 is a member of the Texas Apartment Association. Except as provided in paragraph 5, written notice that is delivered mail or courier constitutes notice under this Agreement. *Handwritten changes to this agreement or any terms herein are null and void.*
14. **SPECIAL PROVISIONS.** Special provisions are contained in Exhibit B and in the 2024 Adara Vendor Service Agreement. (AVSA) Special provisions shall control if in conflict with other provisions of this Agreement. All forms necessary to comply with the 2024 AVSA are available online at adaraliving.com. It is the locator and or broker's responsibility to obtain property approval before providing any services and or leads to any Adara Community. A full listing of our portfolio is available in real time at adaraliving.com.
15. **Documentation:** At all times we should have a property executed vendor agreement, locator agreement, w9 form and broker's licenses on file for the Broker and Locator.

Broker _____

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- 16. All communications and contract authority or rescinding will be with the Broker of Record, it is the responsibility of the broker to communicate changes and discrepancies to locators acting under the Broker's License.
- 17. All invoices and request for payment should be sent to asset.mgmt@adaracommunities.com. Any invoices that are not submitted via email to asset management, with confirmation of receipt, are considered null and void. Confirmation of receipt, is not confirmation of invoice validity. Asset management will acknowledgment receipt of an invoice within 3 business days of it being submitted. Such invoices will not be honored under any circumstance.

All legal/formal communications and payments will be directed to the broker at all times.

OWNER/ BROKER INFO (as it appears on TREC license): _____

TREC license): _____

Owner's assumed name, if any: _____

Name of Broker (individual): _____

Owner's mailing address: _____

Owner's phone no.: _____ Fax no.: _____ Email: _____

IRS taxpayer no.: _____

Signature: _____ Date: _____

Website: _____

Signature of individual owner, managing partner of partnership or officer of corporation

Printed name and title of person signing: _____ Date Signed: _____

APPROVED LOCATOR (S) : (regardless of whether Locator is an individual or corporation)

Name of Locator (as it appears on TREC license): _____

Locator's phone no.: _____ Fax no.: _____ Email: _____

Name of Locator (as it appears on TREC license): _____

Locator's phone no.: _____ Fax no.: _____ Email: _____

Broker _____

EXHIBIT A

**SCHEDULE OF PROPERTIES
SUBJECT TO THIS AGREEMENT**

Properties covered. Properties referred to below may be added or deleted from this list if written notice is given to Locator and is dated and signed by an authorized representative of the property owner. *All dwelling units in all properties listed in Page 1, Paragraph 1.*

Complete Community Name & Complete Address:

Phone: _____

Fax: _____

Broker _____

**EXHIBIT B
ADDITIONAL SPECIAL PROVISIONS**

1. Rent schedules, unit mix, floor plans, special instructions, requirements or limitations regarding the Properties, as referred to in paragraph 3 of the Agreement: Specials may change daily. All prospects/applicants will be given specials in effect on day of application. (As applicable/qualified) No exceptions.
2. Commission agreements in addition to those contained in paragraph 4 of the Agreement: _____
3. Refund provisions in addition to those in paragraph 6 of the Agreement: Locator will not bill property until after the resident has remitted first full months' rent in full. It is locator's responsibility to complete follow up with property and or resident. Locator invoice is payable thirty days after resident pay's first full months' rent.
4. Special authority to bind Owner in dealings with rental prospects in addition to any authority given in paragraph 11 of the Agreement: NONE.
5. Sister property commissions: N/A
6. Other special provisions: This agreement does not bind any other property under Adara Communities Management. All Communities are separate and must be individually approved with its own agreement by an authorized representative. Property Managers are not authorized representatives. If, after the date of this approval for this asset, Locator provides referrals to any other community without first executing the proper vendor forms and receiving an approval from the contracts team, any applicable commissions will not be paid.
7. Locator is to mail this agreement, a 2024 W-9 along with an insurance specimen noting Adara Communities and this property as additional insured. Locator is responsible for doing so within 10 days of execution of this agreement and understands payment will not be remitted until documents are properly submitted. This agreement is binding with the Adara Communities Vendor Service Agreement.
8. Locator will supply "Locator's Log" along with other required documentation with EACH invoice to property when requesting payment. Request will be sent to property manager via email in completion.
9. The Adara Communities Vendor Services Agreement (2024) serves as part of this agreement. Even if expedited, Locator agrees to said terms by providing services to properties affiliated with Adara Communities. The AVSA is available online at adaraliving.com.
10. Advanced Vendor approval is always required. Locator is not approved to provide services until all requirements have been met and a fully executed agreement is in place. Emails or other written, or verbal communications will not be reviewed or considered as part of the approval and or payment process.
11. **Waiver.** No delay or failure by the property and or Adara Communities to exercise any right or remedy under this Agreement will constitute a waiver of such right or remedy
12. Locator may not receive a commission for referring him/herself, his/her spouse, his employee(s) or other immediate family member(s)
13. Commissions will not be paid for any referrals during a period of time in which the broker or locator license is expired or revoked or approval was pending, absent, or forfeited.
14. Handwritten changes are not accepted.

Broker _____

15. Approval is not issued at time of execution but rather when the locator/broker receive an email notification from contracts@adaracommunities.com indicating such approval.

Broker _____

These forms must be returned in whole within 5 business days of them being sent to you otherwise, the approval process is CANCELLED. Void if Signed After Dec. 31, 2024