

MERCURY REAL ESTATE GROUP

The Rosetti Team • Property Management

1328-32 W. Shunk Street, Philadelphia, PA 19148 • Mercury Direct: 215-462-5100 • Rosetti Team Direct: 215-336-4868 • TheRosettiTeamRealEstate.com

PROPERTY MANAGEMENT AGREEMENT

Mercury Real Estate Group • The Rosetti Team

This Property Management Agreement (“**Agreement**”) is made and entered into on this _____ day of _____, 20____, by and between:

“**Owner**”: _____, with mailing address of _____ (“**Owner**”)

And

“**Manager**”: Mercury Real Estate Group, a Pennsylvania-licensed real estate brokerage, acting through The Rosetti Team (collectively “**Manager**”), with principal office at 1328-32 W. Shunk Street, Philadelphia, PA 19148.

The Rosetti Team consists of licensed and unlicensed administrative professionals, including but not limited to: Maria S. Rosetti, William A. Rosetti IV, and any additional or future members assigned by the Broker. Unlicensed assistants perform solely administrative tasks, such as document preparation, scheduling, and communication coordination. All licensed activities — including leasing, negotiations, and any actions requiring a real estate license under Pennsylvania law — are performed exclusively by appropriately licensed individuals under the direct supervision of the Broker, in full compliance with the Pennsylvania Real Estate Licensing and Registration Act (RELRA) and related regulations.

1. PROPERTY

The property or properties to be managed under this Agreement are listed on **Exhibit A — Schedule of Managed Properties**, attached hereto and incorporated herein by reference (each, a “**Property**,” and collectively, the “**Properties**”). All terms and conditions of this Agreement apply equally and individually to each Property listed on Exhibit A unless otherwise noted therein.

Additional properties may be added to this Agreement at any time by mutual written agreement, evidenced by an executed Amendment to Exhibit A, without requiring the execution of a new Property Management Agreement.

2. TERM

This Agreement begins on the date signed by both parties and continues for an initial term of twelve (12) months. It will automatically renew for successive twelve (12) month periods unless terminated by either party with at least thirty (30) days' written notice prior to the end of the current term. Upon the expiration of the initial term and any subsequent renewal, all terms and conditions are subject to change by Manager with thirty (30) days' written notice to Owner.

3. AUTHORITY & DUTIES OF MANAGER

Owner hereby appoints Manager as the exclusive property manager for the Property. Manager accepts this appointment and agrees to perform all duties set forth herein.

Manager is authorized and directed to:

- Advertise, screen, lease, collect rent, and enforce leases using uniform written screening criteria provided to every applicant before any application is accepted, with all screenings conducted in a non-discriminatory manner and including individualized assessments where required (e.g., for criminal history or eviction records).
- Serve as the front-line contact for all tenants and handle all complaints, maintenance requests, and general questions.
- Collect all rents as they become due and dispense receipts as appropriate. Manager will collect all receivables from tenants as gross receipts, then deduct and pay expenses, management fees, and other authorized disbursements, after which all remaining net proceeds will be remitted to Owner. In the event Owner collects rent (including any subsidized housing payments), Owner must remit the management fee to Mercury Real Estate Group by the 5th of each month. Manager will send Owner a monthly statement detailing rents collected, expenses, and management fees. If Owner collects rent, the statement will include only the management fee, any payment received from Owner, and details of contractors who performed repairs including the unit and amount. Contractors will supply invoices for work performed, and Manager will send those invoices to Owner in a separate PDF file monthly. Owners are paid on the 10th and 25th of each month; if these dates fall on a weekend or holiday, payments will be processed on the next business day.
- Coordinate with Owner regarding legal or eviction proceedings, where Owner is responsible for all associated fees. Manager will work with the eviction company or attorney of Manager's choosing until the matter is resolved. If Manager must represent Owner in court, an additional fee of \$300.00 will be charged per court appearance.
- Make or cause to be made all maintenance, alterations, and repairs to the Property, and hire and supervise all employees, contractors, and other labor for the accomplishment thereof.
- Contact Owner if a repair exceeds \$500.00. If Owner prefers to approve each maintenance request individually, Manager will seek approval via phone, text, and/or email before dispatching contractors.
- Look up water bills monthly and bill tenants if applicable. Owner is responsible for paying all water bills.
- Hold all security deposits in an escrow account administered by Mercury Real Estate Group, in compliance with applicable escrow and landlord-tenant laws.

- Coordinate inspections, ensuring all work complies with building codes and habitability standards.
- Institute eviction proceedings when necessary, adhering strictly to due process requirements under Pennsylvania and Philadelphia law.

4. WEAR AND TEAR

Owner understands and agrees that normal wear and tear on the Property is expected during tenancy and that, in accordance with Pennsylvania landlord-tenant law and applicable local regulations, the costs associated with ordinary wear and tear — such as routine cleaning, minor repairs, and maintenance from normal use — are the responsibility of the Owner and cannot be charged to the Tenant. Manager will coordinate such maintenance as needed under this Agreement, with costs borne by Owner unless otherwise specified in the lease or required by law.

5. PHILADELPHIA RENTAL LICENSE REQUIREMENT & AUTHORIZATION

For any Property located in the City of Philadelphia, an active Rental License issued by the Department of Licenses & Inspections (L&I) is **mandatory** under Philadelphia Code Title 9 before any unit may be legally rented. Renting without a valid license exposes the Owner to daily fines of up to \$300 per unit.

Owner must be in full tax compliance with the City of Philadelphia (verified via tax clearance from the Department of Revenue) to initiate the Rental License process. If tax issues are flagged, Owner is responsible for resolving them prior to Manager’s involvement, including payment of any delinquent taxes, penalties, or entry into a payment plan as permitted by law.

Manager offers optional compliance services to obtain and maintain the Rental License (see Section 15 for fees). Please indicate your election below:

If Owner elects these services, Owner hereby authorizes Manager, including designated Rosetti Team members, to act on Owner’s behalf in all matters related to obtaining and maintaining the Rental License from L&I, including submitting applications, coordinating inspections, handling renewals, and all associated communications. If Owner waives these services, Owner assumes sole and full responsibility for obtaining, maintaining, and managing the Rental License independently, including all associated costs and liabilities. Manager shall have no obligation or liability related to the Rental License under such a waiver. If neither option is initialed, Owner is deemed to have waived these services.

Elected: _____ **Waived:** _____

When elected, this authorization includes:

- Submitting applications via the eCLIPSE portal
- Providing necessary documents, including proof of ownership, tax compliance, lead certifications, and other required materials
- Designating a Rosetti Team member as the managing agent for the Property, with the address 1328-32 W. Shunk Street, Philadelphia, PA 19148 for L&I communications
- Handling renewals, payments, compliance checks, and all communications with L&I
- Conducting any necessary zoning compliance investigations, which may incur additional fees of up to \$300.00 per Property if extra documentation, appeals, or third-party consultations are required. Manager will notify Owner in writing before incurring any such fees.

This authorization remains in effect until revoked in writing by Owner. If Owner does not elect these services, Owner is solely responsible for obtaining and maintaining the Rental License independently.

6. BASE MANAGEMENT FEE

Owner agrees to compensate Manager as follows:

1. Owner will pay Manager a monthly management fee equal to \$80.00 per unit or 8% of gross rents collected per unit per month, whichever is greater. If Owner collects their own rent (including any subsidized housing payments), these fees must be received by Mercury Real Estate Group by the 5th of each month.
2. Owner will pay Manager an amount equal to one (1) month's rent as a leasing fee for each new lease executed. This fee shall be deducted from the move-in deposits (first and last month's rents plus security deposit) of each new tenant upon execution of the lease. If additional changes to the lease are required after execution, the charge to Owner is \$250.00 per revision.
3. If Owner has independently obtained the tenant, a fee of \$250.00 will be charged to prepare the lease, plus a \$250.00 administrative fee to onboard the tenant into the tenant portal.

7. ADDITIONAL CORRESPONDENCE FEE

In the event Manager is required to correspond with Owner's accountant, attorney, or other designated professionals on Owner's behalf — including sending documentation, reports, or other materials — Owner agrees to pay a fee of \$75.00 per hour (billed in 15-minute increments) or a flat fee of \$100.00 per instance, as determined by Manager based on the complexity and time involved. This fee is in addition to the base management fee and will be invoiced with supporting details. Owner will be notified in advance if such correspondence is expected to exceed one (1) hour.

8. REPAIR & MAINTENANCE COORDINATION FEE

Manager shall coordinate all routine repairs, maintenance, and capital improvement work on behalf of Owner. For work arranged through Manager's vendor network, Manager shall apply a Coordination Fee of up to 10% (ten percent) to the net cost of labor and materials invoiced by the vendor.

The Coordination Fee compensates Manager for vendor sourcing, scheduling, on-site supervision, quality review, and invoice processing, and reflects the value of Manager's established contractor relationships, which typically yield preferred pricing, priority scheduling, and accountability protections not available to individual property owners. Owner acknowledges that the net cost charged to Owner after the Coordination Fee may be equal to or less than retail market rates for comparable work.

Manager shall obtain Owner's prior written approval for any single repair or maintenance expenditure exceeding \$500.00, except in the case of emergency repairs necessary to protect life, safety, or property, which Manager may authorize without prior approval and shall notify Owner promptly thereafter. Manager shall provide Owner with documentation of vendor invoices upon request.

9. INSURANCE & LIABILITY

To ensure adequate protection for all parties, Owner shall, at its sole expense, maintain during the term of this Agreement:

- (a) Comprehensive general liability insurance with a minimum limit of \$500,000 per occurrence and \$1,000,000 aggregate, covering bodily injury, property damage, and contractual liability arising from or related to the Property;
- (b) Property insurance for the full replacement value of the Property, including coverage for fire, casualty, and other perils typically insured under an "all-risk" policy;
- (c) Any other insurance required by law or reasonably requested by Manager (e.g., workers' compensation if Owner employs on-site staff).

All such policies shall name Manager, Mercury Real Estate Group, and the Rosetti Team as additional insureds; be primary and non-contributory with respect to any insurance carried by Manager; and include a waiver of subrogation in favor of Manager. Owner shall provide Manager with certificates of insurance evidencing such coverage upon execution of this Agreement and annually thereafter, or upon request. Manager may require increased limits or additional coverage if reasonably necessary due to the Property's risks, with Owner notified in writing.

Manager shall maintain its own general liability insurance for its operations but shall not be obligated to insure the Property or Owner's interests. Manager shall not be liable for any loss, damage, or injury except to the extent caused by Manager's gross negligence or willful misconduct.

Owner agrees to indemnify, defend, and hold harmless Manager, Mercury Real Estate Group, and all Rosetti Team members (including unlicensed assistants) from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from or related to the Property, its condition, or any violations of law, except to the extent caused by Manager's gross negligence or willful misconduct. Both parties waive all rights of subrogation against each other to the extent any loss is covered by insurance maintained or required hereunder, regardless of fault.

This Section survives the termination or expiration of this Agreement.

10. TERMINATION

Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' written notice to the other party. Upon termination, Owner shall immediately pay all outstanding fees, commissions, and expenses owed to Manager.

Manager will provide a final accounting within fifteen (15) days of the termination date, including the transfer of all escrow funds and records in compliance with Pennsylvania escrow laws.

11. ENTIRE AGREEMENT; NO ORAL AGREEMENTS; SUPERSESSION; GOVERNING LAW & COMPLIANCE

Entire Agreement & Supersession

This Agreement, together with Exhibit A (Schedule of Managed Properties) and any other exhibits or addenda attached hereto, constitutes the entire agreement between Owner and Manager with respect to the management of the Property or Properties described herein. It supersedes and replaces in its entirety any and all prior property management agreements, understandings, representations, promises, and arrangements of any kind between Owner and Manager concerning the subject matter hereof, whether written or oral, and regardless of the date of any such prior agreement. Upon execution of this Agreement by both parties, all such prior agreements shall be null, void, and of no further force or effect. Any amounts due and owing to either party as of the date of execution shall remain due and payable.

No Oral Agreements

Owner and Manager expressly acknowledge and agree that there are no verbal, oral, or implied agreements, representations, promises, or understandings between the parties that are not expressly set forth in writing in this Agreement. No oral statement, promise, or representation made by either party — before or after the execution of this Agreement — shall be binding on either party or shall modify, alter, or supplement the terms of this Agreement. Any modification, amendment, or supplement to this Agreement must be in writing and signed by both parties to be effective.

Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict-of-law provisions. Any legal action or proceeding arising out of or relating to the management of a specific Property shall be brought exclusively in the Court of Common Pleas of the county in which that Property is located. Where a dispute is not specific to any single Property — including but not limited to disputes regarding management fees, termination, or Agreement-wide obligations — such action shall be brought in the Court of Common Pleas of Philadelphia County. Both parties consent to personal jurisdiction and venue in the applicable forum and waive any objection thereto.

Compliance

All services performed under this Agreement shall be in full compliance with all applicable federal, state, and local laws and regulations, including but not limited to the Pennsylvania Real Estate Licensing and Registration Act (RELRA), the Pennsylvania Landlord and Tenant Act, the Philadelphia Code, the federal Fair Housing Act, and all other statutes and ordinances referenced in this Agreement.

Mediation

Any disputes arising under this Agreement shall be submitted to non-binding mediation before either party may initiate litigation, except in circumstances where immediate injunctive or emergency relief is required.

Electronic Execution

This Agreement may be executed electronically via platforms such as DocuSign or similar e-signature services. Electronic signatures shall be fully binding and enforceable as original ink signatures pursuant to the Pennsylvania Electronic Transactions Act and the federal Uniform Electronic Transactions Act.

12. VACANT UNITS

In the event any unit at the Property becomes vacant, Owner shall be solely responsible for all aspects of the Property during the vacancy period, including but not limited to:

- Transferring all utilities (gas, electric, water) into Owner's name immediately upon vacancy and maintaining adequate heat (minimum 60°F or as required by applicable code) to prevent damage such as frozen pipes, especially during winter months.
- Maintaining appropriate insurance coverage for the vacant unit(s), adjusted for vacancy status to ensure full protection against risks including fire, theft, and liability.
- Handling all snow removal and ice treatment in compliance with local ordinances. Manager may provide snow removal services upon Owner's request for an additional fee, quoted in advance based on precipitation amount, unit size, and other factors.
- Bearing full responsibility for any adverse events during vacancy, including but not limited to vandalism, break-ins, squatters, broken or faulty equipment, roof leaks, or other damages. Manager shall not be liable for such events during vacancies.

At Owner's discretion and request, Manager may conduct periodic visual inspections of vacant units for an additional fee of \$125-\$175 per inspection (depending on unit size and complexity), which includes a walkthrough, photographs, and a written condition report. All responsibilities related to vacant units remain fully the Owner's obligation, and Manager's role is limited to requested optional services.

13. SERVICE ANIMALS

Owner acknowledges that, in accordance with the federal Fair Housing Act and related regulations, service animals and emotional support animals are not considered pets. Such animals must be accommodated as reasonable accommodations for individuals with disabilities, regardless of any "no pets" policy in the lease or Property rules. Owner may not charge additional rent, security deposits, or fees for service animals or emotional support animals. Manager will handle all requests for such accommodations in compliance with applicable laws, including verifying documentation where permitted. Owner agrees to cooperate fully to ensure legal compliance and to avoid discrimination claims.

14. ATTORNEY'S FEES

If either Owner or Manager is the prevailing party in any legal proceeding brought as a result of a dispute under this Agreement or any transaction related to or contemplated by this Agreement, such prevailing party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees not to exceed \$1,000.00. This provision is intended to encourage the amicable resolution of disputes and complies with applicable Pennsylvania law.

15. OPTIONAL SERVICES & FEE SCHEDULE

All fees listed below are in addition to the base management fee set forth in Section 6. These services are charged only when requested by Owner or elected pursuant to this Agreement. All fees are subject to annual review and are structured to comply with all applicable fee disclosure laws.

Service Description	Fee
LICENSING & COMPLIANCE	
Initial Rental License Onboarding Full application via eCLIPSE portal, document gathering, managing-agent designation, coordination of all L&I requirements	\$300.00 + City L&I fee (\$69/unit as of 2026)
Annual Rental License Renewal Annual renewal processing and coordination with L&I	\$75.00 + City L&I fee (\$69/unit as of 2026)
PGW Landlord Protection Program Registration Assistance Registration per unit. Active rental license required to apply.	\$75.00 per unit (one-time)
Lead-Based Paint (LBP) Compliance Coordination Scheduling certified inspector & uploading certification or exemption to city portal. Note: LBP contractor fee billed separately by vendor.	\$75.00 per unit
LEASING & TENANT SERVICES	
Lease Addendum or Lease Modification Per addendum or change/modification to an existing lease	\$50.00 per occurrence
In-Person Move-In or Move-Out Walkthrough With tenant; includes photos and signed Condition Form	\$250.00 per walkthrough
Pre-Lease Applicant Residence Walkthrough At Owner's request, Manager walks through applicant's current residence before lease is executed	\$250.00 per walkthrough
INSPECTIONS	
Annual Property Inspection Walkthrough Full interior inspection, photos, written report with deferred-maintenance recommendations	\$250.00 per walkthrough
Periodic Vacant Unit Inspection Visual walkthrough of vacant unit, photos, and written condition commentary	\$125-\$175 per inspection (based on unit size)
PHA / Subsidized Program Inspector Meeting Manager meets inspectors for initial, bi-annual, or re-inspection under PHA or subsidized programs	\$250.00 per inspection

Service Description	Fee
LEGAL & EVICTION SERVICES	
Court Representation — Eviction Proceedings Each court appearance by Manager on Owner’s behalf, in addition to eviction company/attorney fees	\$300.00 per appearance
Eviction Diversion Program Coordination Full handling, follow-up, and coordination of the Eviction Diversion Program on Owner’s behalf	10% of total funds collected from program
ADMINISTRATIVE & CORRESPONDENCE	
Warranty Company Liaison Manager communicates on Owner’s behalf with any warranty company (e.g., Water Resources Management, American Home Warranty, etc.)	\$75.00 per occurrence
Professional Correspondence Correspondence with Owner’s accountant, attorney, or other professionals on Owner’s behalf (see Section 7)	\$75.00/hr (15-min increments) or \$100.00 flat per instance
Snow Removal Services (Vacant Unit) At Owner’s request during vacancy. Fee quoted in advance based on precipitation, unit size, and other factors.	Quoted in advance

All optional service fees are billed on the monthly owner statement. Manager will notify Owner in writing before performing any optional service that was not pre-authorized.

IN WITNESS WHEREOF

The parties have executed this Agreement as of the date first written above. Each party represents that the person signing below has full authority to enter into and be bound by this Agreement.

OWNER

Owner (Individual):

Signature

Printed Name

Date

Owner (LLC / Entity):

Entity Legal Name

Signature

Printed Name

Title / Authority

Date

By signing above, the individual executing on behalf of an LLC or entity represents and warrants they have full authority to bind the entity to this Agreement.

MANAGER

On behalf of Mercury Real Estate Group and The Rosetti Team:

Signature

Printed Name:

Maria S. Rosetti

Title:

The Rosetti Team | Mercury Real Estate Group

Date

| PA Real Estate License #RS29378

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EXHIBIT A

SCHEDULE OF MANAGED PROPERTIES

Attached to and incorporated into the Property Management Agreement dated _____

Owner / Entity Name		Phone	
Mailing Address		Email	
City / State / ZIP			

Managed Properties:

Property Address	County	# Units	Mgmt Fee \$/Unit or %
			8%

Note: Additional properties may be added by executing an Amendment to Exhibit A, signed by both parties. No new full Agreement is required.

AGREED AND ACCEPTED — EXHIBIT A:

Owner Signature

Printed Name / Title

Date

Manager Signature

Printed Name:

Maria S. Rosetti

Date

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Please consult a licensed Pennsylvania real estate attorney before executing. This document does not constitute legal advice.