

This Property Manager Service Agreement (this "Agreement") is made and entered into by and between CoStar Realty Information Inc., a Delaware corporation, through its "Off Campus Partners" brand and suite of products and services (collectively, "Off Campus Partners") and the counterparty individual or company ("User") leasing certain properties near the University or Universities identified in the Subscription Agreement (as defined below) or as noted in the online registration process.

WHEREAS, User wishes to have access to the Services provided by Off Campus Partners, and Off Campus Partners wishes to provide such Services to User, on the terms and conditions described herein;

NOW THEREFORE, in consideration of the premises, mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ONLINE LISTING SERVICE:** Pursuant to this Agreement and that certain Annual Subscription Agreement by and between User and Off Campus Partners dated the date hereof (the "Subscription Agreement"), Off Campus Partners hereby agrees to permit User to post properties for rent (the "Service") on a student-searchable service site published by Off Campus Partners (the "Service Site") and, if applicable, to provide data entry services for User in relation to the Service Site. User acknowledges and agrees that User has elected the level of Service and the additional features Off Campus Partners may include on the Service Site in the Subscription Agreement. User acknowledges and agrees that User's right to use the Service is personal to User. User agrees not to resell or make any commercial use of the Service without the express consent of Off Campus Partners. User acknowledges the Service Site includes a searchable map provided via Google Maps and thus User is also subject to and bound by [Google's Terms of Service](#) and [Google's Privacy Policy](#), both of which may be found on the applicable portion of Google's webpage. User further acknowledges that Off Campus Partners has published certain operating rules on the Service Site and that User has, in signing the Subscription Agreement and/or completing the registration process online, agreed to those rules and policies.
2. **CONTENT:** User agrees to provide certain current, complete, and accurate information about User as prompted to do so by the Service, and to maintain and update this information as required to keep it current, complete and accurate. Off Campus Partners shall provide data entry services as necessary to post this information on the Service Site. All such information shall be referred to as "Registration Data". User is solely responsible for any software, music sound, photographs, graphics, video, messages, files or other materials ("Content") which are transmitted, posted, or distributed by User through the Service, including but not limited to the contents of User's e-mail communications and photos posted by User on the Service Site or through the Service. Subject to the terms of Off Campus Partners' privacy policy, User agrees that upon posting any Content on the Service or the Service Site or providing such information to Off Campus Partners for posting on the Service Site, including but not limited to text and photographs, User grants to Off Campus Partners, and its successors and assigns, a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license under your copyrights or other intellectual property rights, if any, in and to the content, to distribute, display, and reproduce such Content to other users of the Service. User also grants Off Campus Partners the right to authorize the downloading and printing in whole or in part of any Content that User has posted to the Off Campus Partners Site or through the Service by end users for their personal use.
3. **USER SUPPORT:** Off Campus Partners maintains a customer service line and e-mail account that is available to User between 9:00 am - 5:00 pm ET Monday through Friday. In the event that User encounters an interruption in, or difficulty with, the Services, User agrees to contact customer service by e-mail or phone with a description of the problem. Off Campus Partners will initially respond to problem reports by e-mail or phone within seventy-two (72) business hours. Off Campus Partners agrees that its personnel will be appropriately trained to answer the telephone and speak with User in a positive and professional manner.
4. **PAYMENT:** In consideration for Off Campus Partners' provision of the Services, User hereby agrees to pay Off Campus Partners in the amounts and at the times indicated on the Service Site or in the Subscription Agreement. For apartment communities, management companies, and or realtors, payments shall be due within 15 days of each invoice; a ten percent (10%) service charge may apply to late payments or outstanding balances on multiple payments. All listing sales are final. You assume responsibility for your purchase, and no refunds will be issued. Once a listing is activated, the advertisement will immediately be posted on the Service Site; however, no guarantees are made as to the success of the advertisement. In addition to anything set forth herein, Off Campus Partners may: (a) on each anniversary of the last day of the

calendar month in which the start date occurred, increase the fees by a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the previous twelve months; and (b) at any time during a renewal term increase the fees or charge other fees for any portion of the Product or service provided by Off Campus Partners, provided, that if User does not agree to the increase or charge implemented solely under this Section 4(b), then User may give written notice of termination within sixty (60) days of Off Campus Partners' notice of such increase or charge, in which case User shall continue to pay the fees in place before the proposed increase or charge until the last day of the calendar month in which User's notice of termination is delivered, and this Subscription Agreement shall terminate with respect to such portion of the Product on such date.

5. **COMPLIANCE WITH LAW:** User shall comply with all applicable local, state and federal laws and maintains, and will maintain, on each property User posts on the Service all licenses, permits, certificates, certificates of authority, variances, authorizations, approvals, registrations, franchises and similar consents required by statute or ordinance. Without limitation of the foregoing, User shall not refuse to display, lease or sublease property posted on the Service to any person or discriminate against any qualified employee or applicant for employee due to such person's race, color, religion, national origin, sex, sexual orientation, gender identity, age, veteran history, public assistance reciprocity, familial status or physical disability and shall comply with the provisions of the Fair Housing Act (42 U.S.C. § 3601 et. seq.) and M.G.L. c. 151B, and G.G.L. c. 111 §199A, as they may hereafter be amended, and with all applicable state and local fair housing laws. User shall file all federal and state tax returns, pay all taxes and comply with all applicable laws relating to taxes. User shall comply with applicable state law relating to contributions and payment of unemployment taxes, workers' compensation and the payment of wages. Pursuant to federal law, User shall, without engaging in unlawful discrimination, verify the immigration status of all employees accessing the Service or leasing or servicing posted properties and shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any worker.
6. **NO "SPAMMING":** User will not use the Service for chain letters, junk mail, "Spamming" or any use of distribution lists to any person who has not given specific permission to be included in such a process. For purposes of this Agreement, "Spam" or "Spamming" refers to an e-mail advertisement which is (a) addressed to a recipient with whom the initiator does not have an existing business or personal relationship and (b) is not sent at the request of or with the express consent of the recipient to receive such communications from you. If User uses the Service for Spam, Off Campus Partners reserves the right immediately to terminate User's access to the Service and to seek appropriate legal recourse as necessary.
7. **USER CONDUCT:** Off Campus Partners reserves the right, but does not assume the responsibility, to monitor or review User conduct on the Service. User's use of the Service is subject to all applicable local, state, national and international laws and regulations. User agrees: (1) to comply with U.S. law regarding the transmission of technical data exported from the United States through the Service; (2) not to use the Service for illegal purposes (including without limitation, gambling or betting); (3) not to interfere or disrupt networks connected to the Service; and (4) to comply with all regulations, policies and procedures of networks connected to the Service. The Service makes use of the Internet to send and receive certain messages; therefore, User's conduct is subject to Internet regulations, policies and procedures. User agrees not to:
  - a. Use the Service in connection with chain letters, junk mail, surveys, contests, pyramid schemes, or any use of distribution lists to any person who has not given specific permission to be included in such a process (commercial or otherwise);
  - b. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;
  - c. Transmit through the Service any unlawful, harassing, defamatory, abusive, threatening, harmful, vulgar, obscene, sexually explicit, or otherwise objectionable material of any kind or nature;
  - d. Invade another's privacy or violate rights of publicity or intellectual property rights (including but not limited to copyright, trademark and patent rights) while using the Service;
  - e. Transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation;
  - f. Interfere with another User's use and enjoyment of the Service or another entity's use and enjoyment of similar services;
  - g. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

- IN WITNESS WHEREOF, the parties hereto or their authorized representatives have set their hand to this Property Manager Service Agreement as of the date on the signed Subscription Agreement or the date of online signup, whichever was first.

**Boston Town & Gown Association**  
**GOOD PRACTICE STANDARDS for Real Estate Professionals**

Real Estate Professionals & Agencies who participate in housing programs on Boston area college campuses or who are referenced in university literature agree to abide by the following *Standards of Good Practice*:

- The Agency's broker and all its agents must maintain an up-to-date license issued by the Massachusetts Board of Registration of Real Estate Brokers & Salespersons. Additionally, they must meet and abide by the statutory and regulatory requirements of the Massachusetts Board of Registration of Real Estate Brokers & Salespersons.
- Abide by all standards and guidelines related to providing Rental Brokerage Fee Disclosure forms; clients will be provided, in writing, a description of the services the broker will offer in finding an apartment and detail the fee for such services, including when it is due.
- The real estate agent/agency will be forthcoming with clients that they represent the property owner, not clients.
- Agree to support and comply with all state and local housing regulations, including the City of Boston's Rental re- inspection (CBC 9-1.3, full code inspection requested within 45 days) and Rental Standards (CBC 9-1.4; Move-in day finable offenses) ordinances; and Boston's zoning code requirement which limits the number of off-campus undergraduate students that share an apartment to four.
- The Agency and all its agents must be in good standing with the Better Business Bureau.
- The Agency and all its agents agree to show clients actual available properties that are listed with them.
- The Agency must maintain a physical commercial zoned office location, where clients/potential clients can go to have questions answered.