



## INSERTION ORDER

This Insertion Order ("**Agreement**") is a binding agreement between you ("**Client**") and Apartment List, Inc. ("**Apartment List**"). This Agreement specifies the terms pursuant to which Apartment List agrees to generate traffic for Client's rental properties (the "**Services**") and Client agrees to pay Apartment List in accordance with the terms and conditions specified herein.

EFFECTIVE DATE: **9/20/18**

Apartment List	Client
Apartment List, Inc. 475 Brannan Street, Suite #410 San Francisco, CA 94107 (415) 817-1068	Legal Company Name: TDC Tanglewood Real Estate Owner, L.L.C. DBA if Applicable The Hayworth Address: 1414 Wood Hollow Dr City, State, ZIP: Houston, TX 77057 Contact: Joe Melton Phone Number: (713) 361-7200 Email: joem@morgangroup.com Website: www.morgangroup.com/ Rate: \$329 per move-in  Signature: By: <i>Joe Melton</i> Name: Joe Melton Title: Vice President of Marketing
<input type="checkbox"/> Master Agreement	
Client agrees to provide (mark as applicable):	<input checked="" type="checkbox"/> Data Feed <input checked="" type="checkbox"/> Guest Card Insertion <input checked="" type="checkbox"/> Real Time Availability <input checked="" type="checkbox"/> Move In Report

## TERMS AND CONDITIONS

**PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT, YOU AGREE TO ITS TERMS. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THIS AGREEMENT**

### 1. DEFINITIONS.

1.1. "**Apartment List Lease**" means a lease agreement to rent a unit in a Community that is entered into by a Renter whose Referring Source is or includes an Apartment List Site. A lease agreement shall only be considered an Apartment List Lease once the relevant Renter (or its representative) moves into the leased unit.

1.2. "**Apartment List Site**" means any web site or mobile application owned or operated by Apartment List or a Partner.

1.3. "**Client Listing**" means the description of and information related to a Community provided by the Client to Apartment List

in digital form.

1.4. "**Community**" means a community or residential building specified in the Insertion Order or Community Information Form.

1.5. "**Community Information Form**" means the registration form through which Client can specify the Communities for which it wishes to receive the Services.

1.6. "**Guest Card**" means a record in the Client's Property Management System which contains all relevant Renter information including, but not limited to, the Renter's name, desired move in date, desired floor plan, desired rent amount, and

contact information.

1.7. "**Lead**" means a phone call, email, interest or guest card sent from Apartment List to Client. A lead is valid for 180 days.

1.8. "**Lease Fee**" or "**Fee**" means the fee the Client shall pay to Apartment List for each Apartment List Lease, as specified in the Insertion Order.

1.9. "**Partner**" means any third party affiliate or business partner of Apartment List.

1.10. "**Property Management System**" means the property management system(s) used by the Client in connection with the applicable Community, and shall also include any and all system(s) used by the Client for lead tracking.

1.11. "**Referring Source**" means the source through which a Renter was referred or directed to the applicable Community.

1.12. "**Renter**" means any individual or individuals who enter into a rental lease for a unit in a Client Community.

1.13. "**Renter Tracking Data**" means any and all data pertaining to a Renter including, without limitation, name, address, unit number (if known), phone number, email, lease term and Referring Source.

1.14. "**User**" means any party that uses an Apartment List Site.

**2. SERVICES.** Client shall provide, and Apartment List may, in its sole discretion, post or make available all or part of Client Listings on one or more Apartment List Sites or Partner Sites, the placement of which shall be in Apartment List's sole discretion. Client hereby grants to Apartment List and its Partners a worldwide, non-exclusive, fully paid up, royalty-free right and license to use, edit, modify, reproduce, distribute, perform and display Client Listings on Apartment List Sites. Apartment List will not be responsible for the content of any Client Listings, and has no obligation to monitor such Client Listings. Client is solely responsible (and assumes all liability and risk) for the content of Client Listings as provided by Client to Apartment List, including without limitation its legality, reliability, accuracy and appropriateness.

### 3. CLIENT OBLIGATIONS

3.1. **Tracking the Referring Source** Client shall collect and record all Renter Tracking Data for all Renters. The Referring Source shall be tracked by Client via one or more of the following methods: (i) an oral statement by Renter as to the Referring Source, which information shall be entered by Client into its Property Management Systems; (ii) Renter's completion of a Guest Card or lease application; (iii) automatic creation of a Guest Card generated by Apartment List in Client's Property Management Systems or (iv) any other mechanism mutually agreed upon by Apartment List and Client.

3.2. **Delivery of Move In Reports.** Client shall agree to provide Apartment List move-in data via the Property Management System (PMS) used by client. Method for delivery of this data will depend on the PMS used and is reviewed below.

- **Yardi:** Client agrees to load Apartment List reporting package to deliver move-in data. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List was the first lead in the last 180 days.

- **Realpage:** Client agrees to enable Apartment List in the RealPage Exchange providing Apartment List API access that will enable secure transmission of move-in data. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List generated an earlier lead than exists on the lease.
- **MRI:** Client agrees to enable API access for Apartment List in order to enable secure transmission of move-in data. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List generated an earlier lead than exists on the lease.
- **AMSI:** Client agrees to enable API access for Apartment List in order to enable secure transmission of move-in data. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List was the first lead in the last 180 days.
- **Resman:** Client agrees to enable API access for Apartment List in order to enable secure transmission of move-in data. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List was the first lead in the last 180 days.
- **Rent Manager:** [Requires Rent Manager software version RM12 or above] Client agrees to enable API access for Apartment List in order to enable secure transmission of move-in data. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List was the first lead in the last 180 days.
- **Not yet supported PMS integration:** Client agrees to send Apartment List a monthly move-in report that contains all of the move-ins that occurred during previous month. Apartment List will use move-in data to identify Apartment List sourced leases as well as any leases for which Apartment List generated a lead for.

Client acknowledges and agrees that Apartment List shall have the right and license to use the Renter Tracking Data and other information included in the Move In Report in connection with calculating the applicable Lease Fees and otherwise verifying the parties' compliance with the terms and conditions of this Agreement. Apartment List may at its sole discretion update and/or enhance reporting requirements to ensure the most accurate reporting of move in data by Client.

3.3. **Restrictions on Use of Sites.** Client may not, and may not authorize or encourage any third party to: (i) use the Apartment List Sites in connection with any rental properties other than a Client Community; (ii) rent, lease, lend or sublicense the use of the Apartment List Sites to any third party, or use them on a service bureau basis or on behalf of any third party; or (iii) reverse engineer, circumvent any security measure of, or interfere with any functionality of the Apartment List Sites.

Apartment List may suspend Client's use of the Apartment List Sites and/or terminate this Agreement immediately should Client violate the foregoing provisions of this Section 3.3.

**4. RETENTION OF RECORDS.** During the term of this Agreement and for one (1) year thereafter: (i) Client shall retain all Renter Tracking Data and all supporting records for all Renters; and (ii) following Apartment List's request for any and all such documentation and records, Client shall deliver the requested documentation and records to Apartment List within 30 days of the request. Client understands and acknowledges that Apartment List may use a variety of methods to verify this information, and Client agrees to provide Apartment List with all reasonably requested information in connection with such verification efforts.

## **5. PAYMENT**

**5.1. Fees.** Client shall pay all applicable Lease Fees for each Apartment List Lease in accordance with the rates attached hereto as Exhibit A.

**5.2. Payment.** Apartment List shall invoice Client for all applicable Lease Fees. Client shall pay the total Lease Fees as invoiced within thirty (30) days from invoice date. In the event of an Apartment List Lease being of an initial term of 6 months or less, Client may pay one half (1/2) the Lease Fee.

**5.3. Disputed Invoices.** If Client disputes an invoiced amount in good faith and notifies Apartment List of the disputed amount and the reason for the dispute no later than thirty (30) days after the date of the relevant invoice, and Apartment List is reasonably satisfied with the rationale for the dispute, then Apartment List will void the invoice. Two types of disputes are acceptable: a) Renter did not move in; or b) the same unit was double billed. In the event of a valid dispute, the Client will provide a screen shot from Client's PMS or Lead Management system demonstrating that Apartment List does not have a valid claim on the lease fee.

## **6. REMOVAL OF LISTINGS**

6.1. If a Community is sold or there is a disposition or change of management where notice to cancel this Agreement has been given, the final move in report will be submitted to Apartment List within three (3) days of the closing of such transaction or such disposition or change of management. Final invoices and all other outstanding invoices will be due within ten (10) days of the closing date.

6.2. If Client pauses or cancels a Community listing, move in reports covering sixty (60) days after the pause or cancellation date, whichever is later, are required as described in Section 3.2 and payable per Section 5.

## **7. TERM; SUSPENSION; TERMINATION.**

**7.1. Term.** This Agreement shall continue in effect until terminated pursuant to this Section 7.

**7.2. Suspension of Services.** Each party may suspend the Services for any reason upon two (2) business days advance written notice to the other party. In the event that Apartment List suspends the Services, Apartment List may reactivate the Services at any time. In the event that Client suspends the Services, Client may, at any time, choose to reactivate the Services by providing written notice to Apartment List. The reactivation of the Services may take two (2) or more business

days after Apartment List's receipt of Client's notice. Any suspension of Services shall not suspend Client's obligation to pay any Lease Fees due hereunder, including without limitation with respect to Apartment List Leases entered into during the period of suspension. For the purposes of this Section 8.2 only, any notice to be provided by Client can be provided to Apartment List's customer service department, including via email at [support@apartmentlist.com](mailto:support@apartmentlist.com).

**7.3. Termination.** Either party may terminate this Agreement upon thirty (30) days prior written notice.

**7.4. Effect of Termination.** In the event of any termination, Client shall remain liable for any Lease Fees with respect to Apartment List Leases, whether entered into before or after the date of termination, and all outstanding invoices hereunder will automatically become due and payable on the date of termination. The following Sections shall survive termination or expiration of this Agreement: 1, 3.3, 4, 5, 7.4, and 8, through 14. Upon termination or expiration of this Agreement, Apartment List shall retain a worldwide, perpetual, nonexclusive, fully paid-up, royalty-free right and license to use and store Client Listings and Rental Tracking Data for archival and data analytics purposes.

**8. CONFIDENTIALITY.** Both parties agree to keep strictly confidential the terms of this Agreement and all non-public information shared between the parties during the negotiations and term of this Agreement, financial or otherwise, including, without limitation, the Lease Fee. Each party shall use, and cause their employees, agents and representatives to use, reasonable efforts and care to safeguard the confidential information of the other party against unauthorized disclosure; (ii) the receiving party shall not disclose such confidential information to any third party (other than its employees, vendors, consultants or contractors who have agreed in writing to maintain its confidentiality); and (iii) the receiving party shall not use such confidential information for any purpose other than to fulfill its obligations under this Agreement or as required by law.

**9. REPRESENTATIONS AND WARRANTIES.** Client represents, warrants, and covenants that: (i) it has the full power and authority to enter into this Agreement and that there is no outstanding commitment or agreement to which it is a party that conflicts with its obligations under this Agreement; (ii) it shall comply with all laws and regulations applicable to its performance under this Agreement (including those relating to privacy and use and disclosure of personally identifiable information); (iii) it has all necessary rights, licenses, consents and authorizations to provide the Client Listings and Renter Tracking Data to Apartment List as contemplated hereunder; and (iv) neither the Client Listings or Renter Tracking Data (nor Apartment List's use of the foregoing), shall violate any law, regulation or judicial order, including, without limitation, the Fair Housing Act.

**10. INDEMNIFICATION.** Client agrees to indemnify, defend and hold Apartment List and its affiliates, officers, directors, agents, and employees harmless from and against any and all claims, proceedings, damages, losses, costs, liabilities and expenses, including reasonable attorneys' fees, arising out of any breach of Section 9.

**11. WARRANTY DISCLAIMER.** APARTMENT LIST MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR

STATUTORY, WITH RESPECT TO THE APARTMENT LIST SITES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

**12. LIMITATIONS OF LIABILITY.** UNDER NO CIRCUMSTANCES, REGARDLESS OF THE THEORY OF LIABILITY, WILL APARTMENT LIST OR ITS AFFILIATES BE LIABLE FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES THAT RESULT FROM THIS AGREEMENT OR THE SERVICES, EVEN IF APARTMENT LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) AGGREGATE LIABILITY ARISING OUT THIS AGREEMENT IN EXCESS OF THE AMOUNT RECEIVED BY APARTMENT LIST FROM CLIENT IN THE THIRTY (30) DAYS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM.

**13. OWNERSHIP.** As between the parties, Apartment List will own and retain all rights, title, and interest in and to: (i) the Apartment List Sites and the Services; and (ii) all data and information provided by Users through the Apartment List Sites. Except as expressly set forth herein, Apartment List does not grant to Client any license, express or implied, to the Services or Apartment List Sites.

**14. MISCELLANEOUS.** This Agreement shall be governed by the laws of California, without reference to its conflict of laws provisions. Any disputes under or relating to this Agreement shall be brought in the state or federal courts located in San Francisco, CA, and the parties consent to the exclusive personal jurisdiction of such courts with respect to such disputes. This Agreement may not be assigned by Client for any reason. Apartment List may freely assign this Agreement. Client and Apartment List acknowledge that they are independent contractors. Nothing in this Agreement will create any joint venture, agency, franchise, sales representative, or employment relationship between the parties. This Agreement may not be amended or modified unless mutually agreed in writing by the parties. In the event that any provision of this Agreement is held to be invalid or unenforceable, then: (i) such provision shall be reformed without further action by the parties to the extent strictly necessary to render such provision valid and enforceable; and (ii) the validity and enforceability of all of the other provisions of this Agreement shall in no way be affected or impaired thereby. This Agreement is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet.

#### **EXHIBIT A**

The "Fees" for this Insertion Order are determined by the active Communities the Client has with Apartment List, per the table below. Changes in the count of the Client's active Communities on Apartment List will result in a change in the Fees charged to the Client per move-in. Apartment List can adjust the Fees set forth in the table below at any time. The active count will be the determined on the last day of the month for which the move-in occurred. Only properties with over 50 units will count towards total property count for volume based pricing.

Active Communities with Apartment List (low)	Active Communities with Apartment List (High)	Price Per Move-In
1	10	\$349
11	25	\$339
26	50	\$329
51	100	\$319
101	500	\$309

**EXHIBIT B**

**COMMUNITIES**

<b>Community Name</b>	<b>Units</b>	<b>City</b>	<b>State</b>	<b>Community Feed Provider</b>  Ex: Data Feed  or  Core System	<b>Lead Management Provider</b>  Ex: Lead Tracking  or  Direct Insertion	<b>Core Property Management System</b>  Ex: Yardi Voyager, OneSite, AppFolio
The Hayworth	246	Houston	TX	Leasestart	PowerPro	Onesite

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TITLE	Your Apartment List Contract is ready to be signed!
FILE NAME	2018%20Apartment%...0Joe%20Melton.pdf
DOCUMENT ID	b4cef2aaed45125bdab5b526e55538f6599b7d1d
STATUS	● Completed

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## Document History



SENT

**09/20/2018**

08:50:33 UTC-8

Sent for signature to Joe Melton (joem@morgangroup.com) from  
agreements@apartmentlist.com  
IP: 34.213.28.149



VIEWED

**09/20/2018**

08:50:53 UTC-8

Viewed by Joe Melton (joem@morgangroup.com)  
IP: 70.253.119.2



SIGNED

**09/20/2018**

08:52:15 UTC-8

Signed by Joe Melton (joem@morgangroup.com)  
IP: 70.253.119.2



COMPLETED

**09/20/2018**

08:52:15 UTC-8

The document has been completed.