



# Enhanced Tenant Screening Service Guarantee

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LEASE INFORMATION		
Landlord first name John	Landlord last name Doe	
Email john.doe@mail.com	Phone number (415)-999-9999	
Rental Unit Address 333 Harrison Street	Unit # 902	
City San Francisco	State California	ZIP code 94105

COVERAGE SUMMARY
<b>RENT GUARANTEE</b> 12 Months Rent or \$60,000 of lost rent
<b>DAMAGE PROTECTION</b> \$10,000 of malicious property damage
<b>EVICITION LEGAL FEES</b> \$2,000 of legal fees covered
<b>VACANCY PROTECTION</b> 30 days Rent in case of lease break

DISCLAIMER: This agreement is between the two signed parties, the Landlord (signed below) and the Principal {{principal name}}, as signed below. This page provides a Coverage Summary of the terms of use and is not legally binding. Parties will be bound by the terms on page 2 of this agreement. The Landlord has 10 days to reconsider this agreement and can notify SingleKey in order to receive a full refund.

## Rent Guarantee

- Landlords are paid up to 12 months or \$60,000 of unpaid rent in case of tenant default, or until the tenant is removed or vacates the unit

## Lease Breakdown Protection

- Up to 30 days of lost rent coverage in case tenants break the lease without providing proper notice, to give you sufficient time to find a new tenant

## Damage Protection

- Landlords are reimbursed for up to \$10,000 of malicious property damage by the tenant
- Up to 30 days of additional rent payments to allow landlords to recoup lost rent while making necessary repairs to the unit and finding a new tenant

## Legal Fee Coverage

- If tenant eviction is necessary, our legal partners will manage the eviction process on your behalf.
- Up to \$2000 of related legal fees will be reimbursed, including: Attorney, Sheriff, Bailiff and Court fees

## Tenant Eligibility Criteria

The good news is that approval is not based on the tenant's credit score. To qualify for the Rent Guarantee the tenant(s) must meet this criteria:

- Credit Report for all tenants included in the lease
- Tenant Proof of Income, including: Recent pay stubs, Employment letter, or Bank statements
- Rent cannot exceed 50% of the Tenant's gross monthly household income
- At least one member of the household must be employed
- Valid Lease Agreement

LANDLORD SIGNATURE	
x <i>John Doe</i>	

RENT GUARANTEE	
Monthly Rent	\$ <u>2,000</u> /mo.
Rent Guarantee Fee	\$ <u>110</u> /mo.

PRINCIPAL
SingleKey Inc.

PRINCIPAL SIGNATURE
<i>SingleKey Inc.</i>

GUARANTEE ID

DATE
Jan 01, 2025

I have authority to bind the corporation

This Enhanced Tenant Screening Service Guarantee (the “**Guarantee**”) is entered into by and between SingleKey Inc. (“**SingleKey**”) and the property owner, property manager or landlord specified in the attached Schedule (collectively, the “**Landlord**”), effective as of the date specified in the attached Schedule. Please see the attached Appendix for definitions of certain capitalized terms used in this Guarantee.

**Article 1. Service Guarantee Summary.** In connection with the Landlord utilizing the enhanced tenant screening and related risk management services provided by SingleKey (collectively, the “Enhanced Tenant Screening Services”), SingleKey hereby agrees to guarantee the quality and effectiveness of such Enhanced Tenant Screening Services by reimbursing Landlord for the following events, subject to all of the terms, conditions, and exclusions of this Guarantee:

**A. Tenant defaults on rent payment (“Tenant Rent Default”) and does not vacate the Registered Property** – SingleKey will pay a Rent Guarantee Reimbursement of up to [12 months lost rent]

1. If Tenant(s) default on rent payments, Landlord is covered by this Guarantee for lost rent for up to [12 months], for a maximum of \$5,000 per month, or \$60,000 total per 12-month period (\$50,000 after applying the Tenant’s required deposit amount)
2. Deposit amount collected at signing of the Lease Agreement will be subtracted from the Guarantee payment amount
3. No other deductible applies
4. If this is a New Lease: Guarantee coverage starts on month 2, as the first month’s rent is required by SingleKey to be collected upfront by the Landlord
5. Mid-Lease: Guarantee coverage starts on the monthly rent payment date following the first Program Fee payment made by Landlord

**B. Tenant abandons the Registered Property without Proper Notice, causing rent loss due to vacancy** – SingleKey will pay a Rent Guarantee Reimbursement of up to [1 month lost rent]

1. Tenant is required to provide Proper Notice to the Landlord before terminating the Lease Agreement, subject to the applicable laws and regulations of the Registered Property’s location. If the Tenant does not provide Proper Notice, causing vacancy before a New Tenant moves in, the Landlord is entitled to seek reimbursement under this Guarantee for up to 1 month’s lost rent.
2. Deposit amount collected at signing of the Lease Agreement will be subtracted from the Guarantee payment amount. (i.e. if Landlord collected 1st month rent and last month rent deposit at signing of the Lease Agreement, and it takes 1 + ½ month’s to find a new tenant, the Landlord can only seek reimbursement under this Guarantee for ½ month’s rent due to the deposit collected)
3. No other deductible applies
4. If this is a New Lease: cannot make a claim under this Guarantee for lost rent in the first 3 months of the lease
5. Mid-Lease: cannot make a claim for lost rent in the first 1 month of this Guarantee becoming effective

**C. Tenant Property Damage / Vandalism** – SingleKey will pay a Malicious Tenant Damage Reimbursement of up to [\$10,000]

1. If the Tenant directly causes damage to the Registered Property substantially beyond normal wear and tear, the Landlord is entitled to seek reimbursement for damages under this Guarantee (“Malicious Tenant Damage Reimbursement”) for up to the amount of damages awarded by the appropriate authority (a judge or adjudicator at small claims court or landlord tenant board or similar statutory or regulatory body, which are collectively referred to as a “Tenant Damage Order”).
  2. To clarify, this Malicious Tenant Damage Reimbursement applies to extreme circumstances where a Tenant has directly caused property damage substantially above normal wear and tear, cleanup costs, or typical rental unit turn-over costs. The Landlord will be responsible to bring the case to court (or other appropriate authority) and obtain a Tenant Damage Order against the Tenant before the Landlord can seek reimbursement under this Guarantee.
  3. Maximum Malicious Tenant Damage Reimbursement claim is \$10,000
  4. \$1,000 administration fee/deductible applies
- D. Legal Fees** – SingleKey will pay an Eviction Reimbursement of up to [\$2,000] per Lease Agreement
1. In the event of a Tenant Rent Default, the Landlord may use one of SingleKey’s recommended legal firms or their own selected licensed or qualified legal firms to assist with the eviction or resolution process. Legal fees will be covered up to \$2,000 per claim, per Lease Agreement.
  2. The Landlord cannot evict their own Tenant and seek reimbursement for such fees under this Guarantee unless they are a licensed or qualified paralegal.
  3. In case of Tenant property damage, SingleKey will only cover legal fees if there is a Tenant Damage Order over \$1,000.
  4. In case of both a Tenant Rent Default and Tenant Damage Order, the legal fee coverage under this Guarantee will be a maximum of \$2,000 in total, for both legal processes.

**Article 2. Here is how it all works, step by step.**

**A. Rent Guarantee Reimbursement for a Tenant Rent Default.** SingleKey will reimburse Landlord for Tenant Rent Defaults for a Registered Property as follows:

1. SingleKey will pay an initial Rent Guarantee Reimbursement payment for a Tenant Rent Default to Landlord within thirty (30) calendar days of SingleKey’s receipt of a valid Tenant Default Notice (“Initial Rent Guarantee Reimbursement Payment”) and subject to the following:
  - a) the receipt of a monthly Tenant Default Notice;
  - b) the receipt and proof of the Tenant’s payment of first and last month’s rent;
  - c) the receipt of the Landlord and Tenant completed and executed Lease Agreement;
  - d) the receipt of proof that the Tenant is a Qualified Tenant as specified in Article 6;
  - e) the receipt of Tenant credit check, and Tenant proof of income, if applicable;
  - f) the receipt of the Tenant’s rental payment history with the Landlord;
  - g) the deduction of the Tenant security deposit and last month’s rent payment for the Registered Property, if paid and /or forming part of the Lease Agreement;
  - h) the Tenant has not vacated the Registered Property;
  - i) the Tenant in the Registered Property has been served with a valid Notice of Eviction;
  - j) the maximum Rent Guarantee Reimbursement payments shall not exceed twelve (12) monthly Rent Guarantee Reimbursement payments;
  - k) a maximum Rent Guarantee Reimbursement of sixty thousand dollars (\$60,000) for a Registered Property in any twelve (12) month period.
2. Following the Initial Rent Guarantee Reimbursement Payment, SingleKey will pay continued Rent Guarantee Reimbursement payments to Landlord within five (5) business days of the first day of each consecutive month. The Landlord is required to notify SingleKey if the tenant resumes rent payment following the Initial Rent Guarantee Reimbursement. Once the Registered Property is vacated by the Tenant, SingleKey will reimburse lost rental income for an additional maximum of thirty (30) days following tenant vacancy, to allow the Landlord sufficient time to find and place a new Tenant.

**B. Rent Guarantee Reimbursement for Abandoned Registered Property.** Rent Guarantee Reimbursement for an abandoned Registered Property following three (3) months

after the start of this Guarantee will be paid by SingleKey to Landlord within five (5) business days of the last day of each consecutive month for a maximum of thirty (30) days if the Registered Property was abandoned by the Tenant without Proper Notice, and the Registered Property remains vacant. If Proper Notice to end tenancy was given by the Tenant to the Landlord, the Rent Guarantee Reimbursement for an abandoned Registered Property would not be applicable.

**C. Malicious Tenant Damage Reimbursement.**

SingleKey will reimburse Landlord for unpaid and unrecovered amounts under a Tenant Damage Order for a Registered Property within thirty (30) days of receipt of a Tenant Default Notice for a Registered Property subject to all of the following:

1. a Tenant Damage Order being greater than One Thousand Dollars (\$1,000);
2. a maximum Malicious Tenant Damage Reimbursement of Ten Thousand Dollars (\$10,000) for a Registered Property;
3. a One Thousand Dollar (\$1,000) administration fee payable to SingleKey for any Malicious Tenant Damage Reimbursement;
4. the Tenant has defaulted on the payment of the Tenant Damage Order;
5. the Tenant in the Registered Property has been served with a valid Notice of Eviction; and
6. Landlord has instituted collections proceedings against the Tenant.

**D. Eviction Reimbursement.**

SingleKey will reimburse Landlord for third-party verifiable eviction legal fees, eviction service fees and court fees up to two thousand dollars (\$2,000) subject to:

1. the Tenant eviction is related to SingleKey having paid a Rent Guarantee Reimbursement or Malicious Tenant Damage Reimbursement under this Guarantee; and
2. the Tenant has vacated the Registered Property within one hundred and twenty (120) days of being served the valid Notice of Eviction.

**Article 3. Qualified Tenant.** Landlord acknowledges and agrees that a Registered Property shall at all times be tenanted only by a tenant with the preceding tenant history, screening, documentation, and credit qualifications for New Tenant and Existing Tenant (the “Qualified Tenant”) as follows:

**A. New Tenant Requirements:**

1. there were no rental tenancy related court-ordered judgments, bankruptcies or tenancy evictions in the preceding three (3) years;
2. proof of payment of the first and last month’s rent;
3. there is a fully completed tenant rental application with government identification of the Tenant and any guarantor, if applicable, complete and verified contact information of the Tenant and any guarantor, if any, and credit report;
4. the monthly rent cannot exceed forty-five percent (50%) of the Tenant(s) combined gross household monthly income for the individual or co-applicants through review of verifiable documentary evidence, including without limitation, recent pay stub(s), tax filings, employment verification letter or employment contracts if self-employed or other such requirements required or recommended by SingleKey to Landlord as part of the Enhanced Tenant Screening Services.

**B. New Tenant Documents Required, at time of seeking reimbursement under this Guarantee:**

1. the executed Lease Agreement;
2. proof of first and last month’s rent collected by the Landlord;
3. rental application for each legal Tenant and Tenant guarantor, if applicable;
4. one form of government-issued identification, including driver’s license, passport, voting card, or other form of government-issued photo identification for each Tenant and Tenant guarantor, if applicable;
5. the current credit report for each Tenant and Tenant guarantor, if applicable;
6. proof of income in accordance with Article 3.A.1(d);
7. Tenant rent payment history at the time of Landlord seeking reimbursement under this Guarantee; and
8. Proof of the Registered Property pre-inspection Tenant move-in checklist detailing the Registered Property’s condition or any existing damages by way of digital photographs or other documentation before occupancy, if applicable.

**C. Existing Tenant with more than 12 months occupancy in the Registered Property:**

1. there are no current rent payment defaults at the time of registration of the Registered Property;
2. there have been no late rent payment longer than ten (10) days in the preceding twelve (12) months before the registration of the Registered Property; and
3. there are no impending, current, outstanding Malicious Tenant Damage claims or orders at the time of registration of the Registered Property.

**D. Existing Tenant documents, at the time of seeking reimbursement under this Guarantee:**

1. the executed Lease Agreement;
2. rental application for each legal Tenant and tenant Guarantor, if available;
3. one form of government issued photo identification including driver’s license, passport, voting card, or other form of government-issued photo identification for each Tenant and Tenant Guarantor, if applicable;
4. the existing credit report for each Tenant and tenant Guarantor, if available;
5. Proof of income in accordance with Article 3.A.1(d), if available;
6. Tenant rent payment history at the time of Landlord seeking reimbursement under this Guarantee; and
7. proof of the Registered Property pre-inspection Tenant move-in checklist detailing the Property condition and any existing damages by way of digital photographs before occupancy, whatever is available.

**E. It is the responsibility of the Landlord to verify the identity of the Tenant(s) and to ensure that the approval documents submitted are authentic, correct, accurate and not falsified.** If the Tenant(s)

documents supplied for approval are not authentic, correct, accurate or the documents are falsified, then the Landlord will be excluded from seeking reimbursement under this Guarantee. SingleKey has the right to verify the authenticity of the Tenant(s) documents submitted at the time of application or at the time of Landlord seeking reimbursement under this Guarantee. The Landlord consents to giving SingleKey the right to contact the Tenant(s) and their references, as well as the permission to rerun any submitted third-party credit reports for verification.

**F. Landlord must register with SingleKey all residential rental units of Registered Properties located in any one legal address, or the alternative, all rental properties managed by Landlord for such Registered Properties to be subject to this Guarantee.**

**Article 4. Collections.** SingleKey will have the unfettered right to enforce the collection of unpaid rent and unpaid Malicious Tenant Damage Court Orders against a defaulting Tenant. Landlord agrees to cooperate and assist SingleKey in completing collections fully. SingleKey will have the right to settle or terminate a Tenant collection.

**Article 5. Guarantee Activation.** This Guarantee only becomes active and effective after the Landlord has executed a Lease Agreement with Qualified Tenants residing in a Registered Property and the Landlord makes the initial Program Fee payment. Should a request for reimbursement under this Guarantee arise before the first Program Fee payment is collected by SingleKey, this Guarantee will not be in-force and effect, and the Landlord is not eligible to seek reimbursement for any event



or occurrence hereunder, including without limitation, for a Rent Guarantee Reimbursement, Malicious Damage Reimbursement, or Eviction Reimbursement under this Guarantee.

**Article 6. Program Fees.** Landlord shall pay for each Registered Property a program fee (the "**Program Fee**") upon registration of the Registered Property in an amount as stated in the attached Schedule. The Program Fee is payable in either a single payment for the full annual payment for the initial term or twelve (12) monthly installments, on the first day of each month. However, if there is a request for Rent Guarantee Reimbursement, Malicious Damage Reimbursement, or Eviction Fee Reimbursement by the Landlord under this Guarantee, the total remaining unpaid twelve-month Program Fee amount will be immediately due and payable by Landlord before any reimbursement is made by SingleKey under this Guarantee. Following the initial term of 12 months, the Program Fee will be billed monthly.

**Article 7. Landlord Duties and Responsibilities.** Landlord hereby agrees that it will follow and comply with the Enhanced Tenant Screening Services and all of the provisions in this Guarantee, and will use commercially reasonable best efforts to communicate with the Tenants as soon as possible after discovering any actual or potential loss, damage, occurrence, or other event that may give rise to reimbursement under this Guarantee. Compliance with all terms and conditions of this Guarantee is a condition precedent to be eligible to receive reimbursement under this Guarantee.

**Article 8. Term.** The Term of this Guarantee shall be for a period of twelve (12) months for any Registered Property and will be renewed automatically monthly unless either party terminates the Guarantee as set forth herein. This Guarantee will not renew or carryover to a New Tenant if the approved Tenant leaves and is replaced by a New Tenant.

**Article 9. Termination.**

A. The Landlord can terminate this Guarantee at any time following the initial 12-month Term by providing written notice of termination thirty (30) days before termination is to take effect. In the event that Landlord, without cause, wishes to terminate this Guarantee during the initial 12-month Term, Landlord shall provide SingleKey with thirty (30) days' prior written notice before termination is to take effect and Landlord will be liable for immediate payment to SingleKey of any unpaid Program Fees for the remainder of 12-month term.

B. SingleKey may terminate this Guarantee immediately upon written notice given to Landlord if the Landlord has breached the terms and conditions of this Guarantee.

C. Upon termination of this Guarantee, Landlord shall cease to be entitled to any reimbursements under this Guarantee.

**Article 10. Confidentiality.** In connection with this Guarantee, each party expects to furnish to the other party certain Confidential Information and does not wish to make such Confidential Information public or common knowledge or have it disclosed to any third party or used for any purpose other than as described in this Guarantee. The Term "Confidential Information" shall mean (i) this Guarantee; (ii) the Lease Rent Guarantee program; (iii) any information regarding prospective, current or former clients, partners, employees, investors or other business opportunities, or business operations, and any information regarding any such person, entity or opportunity; or (iv) any other information or materials, whether written, graphic, or in any other form, that belongs to a party ("Discloser") and is learned by or disclosed orally, electronically or otherwise to the other party ("Recipient") in the course of discussions, or other work in providing the Enhanced Tenant Screening Services. Confidential Information is not intended to include the distribution of data outputs, analysis, or reporting resulting from the parties' ordinary course of business.

**Article 11. Limitation of Liability.** In any dispute arising hereunder, in no event shall either party be liable for consequential, incidental, special, or indirect damages (including lost income), or punitive damages, even if a party is informed of that possibility.

**Article 12. Notices.** Any notice or other communication required or permitted to be given to SingleKey under this Guarantee shall be in writing, delivered by email to: info@singlekey.com Notices to Landlord shall be given to the email address listed for Landlord in the Schedule attached hereto. Notices sent by electronic communication shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, which shall be deemed to have been given at the opening of business on the next business day for the recipient). Either party may change its address for notice purposes by notice to the other party delivered in accordance with the provisions of this Article or as the parties may otherwise agree.

**Article 13. This Guarantee is Not Insurance.** This Guarantee is not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, and does not take the place of insurance obtained or obtainable by Landlord. Additionally, this Guarantee is not an insurance service agreement as defined in a standard ISO renter's or homeowner's insurance policy.

**Article 14. Public Health Emergency Suspension.** SingleKey shall not bear responsibility or liability for any loss incurred by the Landlord as a result of a public emergency leading to the implementation of a legally mandated eviction restriction. During such circumstances, reimbursement to the Landlords under this policy shall be suspended until the aforementioned mandates impeding SingleKey's ability to initiate legal action for tenant eviction have been lifted. Upon the lifting of said legal mandates and the subsequent restoration SingleKey's ability to pursue legal action against the non-compliant Tenant in question, reimbursement to the Landlord, as stipulated in this agreement, shall resume.

In this document, the term "legal mandate" shall encompass directives issued by government entities at the local, state, or federal level. This includes but is not limited to Emergency Orders, Stay-in-Place Orders, Lockdown Orders, States of Emergency, business suspensions, eviction moratoriums, closures of courts, tribunals, or government services. It encompasses any other factors within the jurisdiction where the landlord's property is located that bring about legal changes hindering SingleKey's capacity to initiate legal action for tenant eviction.

**Article 15. Miscellaneous Provisions.**

A. **Entire Agreement.** This Guarantee, the Schedule and any exhibits attached hereto sets forth the entire agreement between the parties concerning the subject matter hereof. All agreements, covenants, representations, and warranties, express or implied, oral, or written, of the parties concerning the subject matter hereof are contained herein and therein. No modification, waiver, amendment, discharge or change of this Guarantee shall be valid unless in writing and signed by the party against whom enforcement of such modification, waiver, amendment, discharge, or change is sought.

B. **Severability.** If any clause or provision of this Guarantee is determined to be illegal, invalid, or unenforceable, in whole or in part, under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Guarantee shall not be affected thereby. It is the intention of the parties that, if any such provision is held to be invalid, illegal, or unenforceable, in

whole or in part, then there shall be added in lieu thereof a provision as similar in terms to such provision as is possible, and that such added provision shall be legal, valid, and enforceable.

**C. Governing Law and Venue.**

1. This Guarantee and all claims or defenses based on, arising out of, or related to this Guarantee or the relationship of the parties created hereby, including without limitation, those arising from or related to the negotiation, execution, performance, or breach of this Guarantee, whether sounding in contract, tort, law, equity, or otherwise, shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, including its statute of limitations, without reference to its choice of law rules or any principle calling for application of the law of any other jurisdiction.

2. Any disputes arising out of or related to this Guarantee, or any other aspect of the parties' relationship shall be heard only in the U.S. District Court for the District of Delaware if federal subject matter jurisdiction exists, or if not only in the state courts of the State of Delaware, in each case to the exclusion of all other courts and fora. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection that such party may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon the parties.

D. **Headings.** All headings herein contained in this Guarantee are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Guarantee.

E. **Time is of the Essence.** Time shall be of the essence for all duties and obligations outlined in this Guarantee.

F. **Counterparts.** This Guarantee may be executed in one or more counterparts, each of which will be deemed an original copy of this Guarantee and all of which, when taken together, will be deemed to constitute the same Guarantee. The exchange of copies of this Guarantee and signature pages by PDF copy, or by a recognized electronic signature means (like DocuSign, etc.) shall constitute effective execution and delivery of this Guarantee as to the parties.

G. **Waivers.** No failure or delay by either party to insist upon the strict performance of any covenant, agreement, Term, or condition of this Guarantee, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term, or condition. No covenant, agreement, Term, or condition of this Guarantee and no breach thereof shall be waived, altered, or modified except by written instrument. No waiver of any breach shall affect or alter this Guarantee. Every covenant, agreement, Term, and condition of this Guarantee shall continue in full force and effect concerning any other then-existing or subsequent breach.

H. **Mitigation and Cooperation.** The Landlord agrees to take reasonable steps to prevent or mitigate any covered loss or damage and act in good faith to minimize the extent and impact of any demand. The Landlord shall promptly notify the Guarantor of any incident that may result in a demand, and provide all necessary details and information. The Landlord shall cooperate fully with the Guarantor throughout the demand process. The Landlord shall make reasonable efforts to preserve damaged property, prevent further rental income loss, expedite legal process and secure relevant evidence, while complying with reasonable requests from the Guarantor for investigation and settlement. The Landlord shall comply with reasonable requests from the Guarantor to facilitate demand investigation and settlement. The Guarantor may conduct its own investigation into the claim, and the Landlord agrees to cooperate fully, providing requested documentation, records, or statements. Failure by the Landlord to fulfill their obligations may result in reduced or denied coverage if the Landlord's actions hinder the Guarantor's ability to effectively assess or settle the claim.

I. **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS GUARANTEE OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HEREWITH, THE PROPERTY, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE PRECEDING.

[End of Terms and Conditions]

**Appendix**

**Definitions.** As used in this Guarantee, the follows terms have the meanings specified below, and are subject to all other terms and conditions of this Guarantee.

**"Eviction Reimbursement"** means the Guarantor shall reimburse Landlord for third-party verifiable eviction legal fees, eviction service fees and court fees up to two thousand dollars (\$2,000) in accordance with Article 2.D.

**"Existing Tenant"** means a person or persons residing in Landlord's Registered Property and have entered into a valid Lease Agreement subject to the terms and conditions of Article 3.

**"Mid-Lease"** means a Lease Agreement that has been in place for three (3) or more months and is ongoing with an Existing Tenant.

**"New Tenant"** means a person or persons who will reside in Landlord's Registered Property and have entered into a Lease Agreement subject to the terms and conditions of Article 3.

**"New Lease"** means an original lease agreement entered in to for the first time with a New Tenant.

**"Notice of Eviction"** means Landlord has served the Qualified Tenant residing in a Registered Property with a valid Notice of Eviction in accordance with applicable laws and regulations.

**"Property"** means the tenanted residential rental Property registered with the Guarantor in accordance with the terms and conditions of this Agreement.

**"Proper Notice"** means the Tenant has given the Landlord the required notice of action as specified by the Lease Agreement and/or applicable laws and regulations. For example, in most jurisdictions tenants are required to provide 60 days' notice to the landlord to terminate the lease when moving out.

**"Registered Property or Registered Properties"** means the legal residential rental Property registered by Landlord with the Guarantor tenanted by Qualified Tenants in accordance with Article 3, and the Program Fee has been paid in accordance with Article 6. Landlord must register with the Guarantor all residential rental units "Registered Properties" located in any one legal address, or the alternative all rental Properties managed by Landlord or Property Manager subject to a Landlord Lease Rent Guarantee Agreement. To be clear, Registered Properties that have not registered all rental units, do not have a Qualified Tenant or the Program Fee payment has not been paid, or the monthly payment is in arrears are NOT Registered Properties for the purpose of this Guarantee.

**"Rent Guarantee Reimbursement"** means the reimbursement by SingleKey for a Tenant Rent Default in accordance with Article 2.

**"Lease Agreement"** means a legally valid and binding Lease Agreement between a Qualified Tenant and Landlord regarding the Registered Property.

**"Tenant"** means Qualified Tenants who have executed a Lease Agreement with Landlord residing in a Registered Property.

**"Tenant Default Notice"** means the form provided by SingleKey (as may be updated from time to time) and completed by Landlord and delivered to SingleKey regarding a Tenant Rent Default or a default of a Tenant Damage Order for the purpose of this Guarantee.

**"Territory"** means Canada and the United States of America.

**"Term"** means 12 months in accordance with Article 8.