

MONTHLY SERVICE AGREEMENT

THIS SERVICE AGREEMENT is entered into this day by and between Elite Renting LLC, a Washington limited liability company (hereinafter referred to as "EliteRenting.com") whose business address is P.O. Box 9645, Denver, Colorado 80209 and You, (hereinafter referred to as "Owner")

SERVICES TO BE PROVIDED. EliteRenting.com will maintain its web site to provide a medium through which an Owner (Community owner or management group) may place information about its Community before potential tenants ("Renters"), in order that Communities may advertise to Renters and Renters may communicate with Communities. The purpose of this Agreement is to set forth the terms under which EliteRenting.com will make the use of its website available to the Owner. EliteRenting.com may make changes to its web site at any time and without notifying the Owner or receiving the Owner's consent, excepting in those situations relating to any rental rate changes in which case EliteRenting.com must first obtain the Owner's written consent unless the owner changes there own rates otherwise.

ADVERTISING MATERIAL. In the event that the Owner provides EliteRenting.com with suggested advertising materials, EliteRenting.com reserves the right to revise or reject for any reason at its sole discretion, any such advertising materials submitted. All advertising materials created by EliteRenting.com shall remain the property of EliteRenting.com and may not be reproduced in any other publication, web sites or other advertising medium without EliteRenting.com's prior written consent. If the Owner operates a web site and desires to link to the service, the Owner must link to EliteRenting.com's home page unless permission to do otherwise has been granted in writing by EliteRenting.com . EliteRenting.com. reserves the right to reject or terminate any links to the content or the service at any time.

FEES. The parties agree that EliteRenting.com may charge the Owner for the following:

Monthly Fee. EliteRenting.com shall charge a monthly fee based on the unit size of the community in mention. In the event that a property management group is listing more than one community, the monthly fees will be separated by community.

BILLING PROCESS. Upon the date and time that said community is listed on the EliteRenting.com website, the monthly fees from that date through the end of said month will be waived. This is to allow for time that Elite Renting will need to list said community on affiliate sites. After month end, billing for future months will be invoiced out on the 1st of each month or on first Monday following the 1st of the month.

PAYMENT. Owner agrees to pay all amounts due to EliteRenting.com upon

receipt of invoice. Payment shall be deemed to be delinquent in the event that it is not received within thirty (30) days after date of invoice. In the event that payment is not made within thirty (30) days of invoice date, EliteRenting.com may, at its sole discretion, cancel the Owner's future advertising and any and all charges for prior advertising used will become immediately due and payable.

REGISTRATION AND CONTENT. By registering the Community's information with EliteRenting.com, Owner consents to EliteRenting.com placing said information regarding Owner's property on EliteRenting.com's web site for viewing by the general public. Owner further agrees that EliteRenting.com's web site shall be used only to legitimately preview Owner's properties and make legitimate offers to Renters. EliteRenting.com shall at all times provide the Owner with the opportunity to correct, update or delete information registered with or otherwise made available to EliteRenting.com.

COPYRIGHT NOTICE AND LIMITATIONS ON USE

1. Content. All of EliteRenting.com's information, content and services shall be considered proprietary and as such protected by copyright, trademark and intellectual property laws. The content shall be considered to be owned by EliteRenting.com and its affiliated companies, licensors and suppliers. While the Owner may interact with or download a single copy of any portion of the content for Owner's personal noncommercial information or use, Owner may not reproduce, sell, publish, distribute, modify, display, repost or otherwise use any portion of the content in any other way or for any other purpose without the prior written consent of EliteRenting.com. Requests regarding use of the content for any purpose other than personal noncommercial information or use must be submitted in writing to EliteRenting.com ten (10) days prior to the date of any intended use.

2. Prohibited Content. The following is a list of the types of activities and content that are prohibited on or through the service: (a) content that is patently offensive to the general public, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (b) content that could be harmful to minors; (c) content that harass or advocate harassment of another person; (d) engaging in activities that involve the transmission of "junk mail" or unsolicited mass mailing or "spam"; (e) content that promote information that is false, misleading or promote illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (f) content that contains restricted or password only access pages, or hidden pages or images; (g) content that displays pornographic or sexually explicit material of any kind; (h) content that provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (i) content that solicit passwords or personal identifying information for commercial or unlawful purposes from other users; and (j) engaging in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.

CONFIDENTIALITY. During the term of this Agreement, each party will use

the other's confidential information only in performing its obligations under this Agreement. A party will use the information that it uses with its own information of similar sensitivity and importance, but in no event less than reasonable care. However, each party may disclose confidential information of the other party.

Confidential Information shall include information about the disclosing party's business or activities that is marked "confidential" or "Proprietary"; information which by the nature of the information or the circumstances surrounding its disclosure sought in good faith to be treated as confidential; and the terms of this Agreement. In the event that a party to this Agreement is required to disclose any of the confidential information pursuant to the order of a court, administrative agency, or other governmental body, the disclosing party may do so provided that the disclosing party gives reasonable notice to the other party to allow it to contest such order or requirement.

Upon termination or expiration of this Agreement, each party will return promptly, or at the other party's option destroy (and provide an officer's certificate that it has done so), any and all copies of confidential information in its possession or control.

LIMITATION OF LIABILITY. IN NO EVENT WILL THE TOTAL LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) OF EITHER PARTY IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATOR OF THE TOTAL AMOUNT PAID OR PAYABLE TO THE OTHER PARTY UNDER THIS AGREEMENT AS OF THE TIME OF THE EVENT GIVING RISE TO LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, EVEN IF THE PARTY HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT APPLY TO BREACH OF THE DUTY OF CONFIDENTIALITY. THE PARTIES UNDERSTAND THAT THIS AGREEMENT HAS BEEN NEGOTIATED IN VIEW OF THESE LIMITATIONS AND THAT THIS AGREEMENT WOULD NOT HAVE BEEN POSSIBLE BUT FOR THIS LIMITATION.

TERM AND TERMINATION. The term of this Agreement shall be for a period of one (1) month and continue monthly commencing as of the date as set forth above and shall be automatically renewed for a like period unless one party delivers prior written notice to the other party that the Agreement should not be renewed as provided herein and with the further provision that any renewal will be subject the Monthly Fee rate schedule then in effect. Following the initial one (1) month term of this Agreement, this Agreement may be terminated by either party upon the delivery of thirty (30) day prior written notice to the other party.

It is mutually agreed and understood that EliteRenting.com may at any time, without prior notice, terminate access to its web site, any of its service that are available and remove any unauthorized user content, if EliteRenting.com, in its sole discretion, believes that the Owner's use of the web site, service and/or any user content provided to EliteRenting.com has violated or is inconsistent with this Agreement, has violated or will

violate the rights of EliteRenting.com or those of another user or is or may be deemed to be illegal.

GENERAL PROVISIONS. The parties hereto agree that the following provisions shall be incorporated herein and made a part of this Agreement:

1. **Governing Law.** This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Washington, County of King, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the State of Washington, County of King, shall have jurisdiction to hear any dispute under this Agreement.

2. **Dispute Resolution.** In the event any dispute or controversy arising out of or relating to this Agreement, the parties agree to exercise their best efforts to resolve the dispute as quickly as possible. The parties shall, without delay, continue to perform their respective obligations covered by this Agreement which are not affected by the dispute. The prevailing party in any dispute shall be entitled to reimbursement for any associated costs including reasonable attorneys fees and costs.

3. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

4. **Amendment.** No modification or claimed waiver of any provision of this Agreement shall be valid except by prior approval and in written amendment signed by authorized representatives of the parties hereto.

5. **Assignment.** Neither party to this agreement may assign this agreement without the other party's prior written consent; provided however this agreement may be assigned without consent to an assignee that has acquired substantially all of the party's stock or assets relating to the activities described in this Agreement.

6. **Severability** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. **Notices** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received, unless otherwise stated herein, within 5 days after mailing if sent by registered or certified mail, return receipt requested to such address or addresses as each party hereto shall from time to time designate in writing.