Marketing Agreement

TENANT ACQUISITION INFRASTRUCTURE

This Agreement ("Agreement") is entered into as of ______________ by and between,

Client: Karya Property Management ("Client")

Agency: Leadfins, represented by Ziyad Ahmed ("Agency")

1. Scope of Work

Agency agrees to deliver the following services to support the Client's tenant acquisition and occupancy objectives across the Client's multifamily portfolio during the term of this Agreement.

Ads & Traffic

- End-to-end Meta ad strategy, campaign setup, and ongoing optimization across all Meta campaigns for the properties covered by this Agreement.
- Ad script production and premium ad creative production including static posts, carousels, and video ads. Creative and funnel copy are produced in English or Spanish, or both, according to which performs better for the market and property in question. The Agency selects and adjusts the language mix on performance data throughout the term.
- Creative rotation aligned with Meta's algorithm requirements, capped at twenty (20) new creative assets per calendar month across all active properties. Production beyond this cap requires the Client's prior written approval and is priced separately.
- Campaigns structured into market-level ad sets rather than one ad set per property, so each campaign carries sufficient conversion volume to optimize, with property-level segmentation handled on the landing page.
- Targeting setup and weekly reporting on cost per Qualified Lead and cost per Booked Tour.
- Strategic budget scaling recommendations.

Funnel Infrastructure

- A dedicated landing page per active property, built from a common template and configured around that property's unit mix, pricing, and current specials.

- Renter qualification form capturing move-in date, bedrooms required, and budget.
- Tour booking and calendar flow integration into the Client's leasing calendars.
- FAQ and objection-handling sections.
- Tour confirmation pages designed to reduce no-shows.
- Page and form A/B testing.

Backend Systems

- A dedicated Meta ad account and pixel for the Client, maintained separately from any other campaign operated by the Agency.
- CRM setup and lead tagging within the Client's existing CRM.
- Lead routing rules that direct each Qualified Lead to the correct leasing office based on the property that produced it.
- Automated SMS and WhatsApp follow-up sequences, including first-touch, tour reminders, and no-show reactivation.
- Tracking from ad click through to signed lease, so campaign performance can be measured against actual move-ins.

Lead Delivery

- The Agency is responsible for producing and delivering Qualified Leads as defined in Section 7, and for the volume and cost at which they are delivered.
- Each Qualified Lead is delivered into the Client's CRM as it is captured, tagged with move-in date, bedrooms required, budget, and the ad and property that produced it.
- The Agency maintains the automated SMS and WhatsApp follow-up on every delivered lead for the duration of the Agreement.
- The Agency reports lead volume, cost per Qualified Lead, and the Client's lead response time on a weekly basis.
- The Agency additionally reports cost per Booked Tour and cost per signed lease on a weekly basis, to the extent the Client has recorded tour bookings, attendance, and lease outcomes in the CRM in accordance with Section 8. Where that data has not been recorded, the Agency's reporting obligation is limited to the metrics it can derive from its own systems.

All components are delivered as a fully done-for-you service with minimal involvement required from the Client's team. The Agency will build and operate within the Client's existing CRM, Meta Business Manager, and any other useful tool needed.

2. Engagement Structure

This engagement is structured in two phases.

Phase 1, Pilot (60 Days)

During Phase 1, the Agency operates on a flat monthly fee. The Agency is compensated as follows.

- **Campaign management fee,** $10,000 per calendar month, covering all services described in Section 1 across the properties active at any given time under Section 3, up to a maximum of fifty-five (55).
- The total fee for the 60-day Phase 1 term is $20,000, invoiced in two installments as set out in Section 5.

> The campaign management fee is the Agency's entire compensation under Phase 1 for the services described in Section 1. No fee is charged per Qualified Lead produced, per Booked Tour, or per signed lease. The fee does not cover appointment setting, lead calling, or telephone qualification, which are addressed in Section 7 and priced separately in a written addendum. The fee does not vary with campaign output in a given month.

Ad spend is a separate expense paid by the Client directly to Meta and is addressed in Section 3. The Agency receives no portion of ad spend and applies no markup to it.

Phase 2, Ongoing Engagement (Post-60 Days)

At the conclusion of Phase 1, both parties will review performance results and mutually agree on a pricing model and scope for continued engagement. This may include any of the following.

- A continuation of the Phase 1 flat monthly fee model.
- A hybrid model combining a monthly fee with a per-Booked-Tour or per-lease performance fee.
- An expanded scope covering additional properties.

The specific terms of Phase 2 will be documented in a written addendum to this Agreement, signed by both parties before Phase 2 begins. If no agreement is reached, the engagement concludes at the end of Phase 1 and the Client retains ownership of all infrastructure built.

3. Ad Spend

- Ad spend is a separate expense paid directly by the Client to Meta. The Agency receives no portion of ad spend.
- **Minimum monthly ad spend is $10,000 per month** across the properties covered by this Agreement. This is a hard minimum required to maintain the Agency's delivery obligations. If ad spend falls below $10,000 in any given month, the Agency's delivery obligations are suspended for that month and the 60-day clock pauses until spend is restored, subject to Section 5.
- **Minimum ad spend per active property is $1,200 per month.** Meta requires a minimum volume of conversions per campaign to optimize, and spreading the budget across too many properties prevents any of them from performing. The number of properties advertised at any time is therefore limited to the number the Client's total monthly ad spend can support at this floor. Additional properties are brought online as ad spend increases.
- The Client maintains ownership of and full visibility into the ad account, including all spend, placements, and reporting.
- The Agency manages all Meta ad campaigns on behalf of the Client for the properties covered by this Agreement.
- Cost per Qualified Lead is expected to run materially higher during the first three to four weeks while campaigns complete Meta's learning phase. Performance should be assessed from week four onward.

4. Eligibility Requirements

For the Agency's delivery obligations to remain in effect, the Client must do the following.

1. Maintain the minimum monthly ad spend of $10,000 paid directly to Meta.
2. Provide and keep current unit availability, pricing, and active specials for every active property. Advertising that points to a unit that is no longer available wastes spend and degrades campaign performance.
3. Maintain an active Meta ad account in good standing throughout the Agreement.
4. Provide all requested assets (property details, unit mix, pricing sheets, photos, floor plans) and account access (CRM, Meta Business Manager) within 14 calendar days of each request. If asset delivery exceeds 14 calendar days, the 60-day clock pauses until delivery is completed.
5. Maintain sufficient leasing-office availability and calendar capacity to receive and run the tours produced by the Agency's infrastructure.

6. Respond to inbound Qualified Leads within 5 to 10 minutes by call and SMS during leasing-office hours, for so long as tour booking sits with the Client under Section 7. For leads captured outside leasing-office hours, the response window begins at the next opening of the applicable leasing office.

Failure to meet any of these requirements suspends the Agency's delivery obligations for the applicable period. A suspension or pause arising under this Section or under Section 3 does not suspend, defer, or reduce the fees payable under Section 5.

Campaign Separation

If the Client runs its own Meta campaigns concurrently with the Agency's campaigns, the Client must maintain clear audience separation through distinct ad sets, exclusion audiences, or campaign objectives, in order to prevent overlap that would inflate the Agency's cost per lead. If the Client's campaigns target the same audiences as the Agency's campaigns without agreed exclusion rules, any attribution disputes for that period default to the Agency's tracked data in the Client's CRM.

5. Payment Terms

Phase 1 Payments

- The month one campaign management fee of $10,000 is invoiced and due at signing. It secures the Client's position on the Agency's build calendar and permits the build to begin immediately. Once the build has commenced, this fee is non-refundable.
- The month two campaign management fee of $10,000 is invoiced and due on day 30 following the Launch Date.
- No further fees are payable to the Agency under Phase 1.
- **A pause extends the term and the fee continues to accrue.** Where the 60-day clock is paused under Section 3 or Section 4, the term is extended by the length of the pause and the campaign management fee continues to accrue monthly for the duration of the extension. Each additional month or part thereof arising from an extension is invoiced in advance on the date the preceding month's coverage ends, and is due on receipt.

Attribution and Verification

- All leads are tagged in the Client's CRM by source (campaign, ad set, ad, creative name, and property). The Client is responsible for logging tour bookings and attendance against each lead, as set out in Section 8.

- The Client agrees to record and report signed leases attributable to Agency-produced leads within 7 business days of signature, so that results can be attributed correctly and fed back into targeting.
- Both parties will review lead, tour, and lease attribution monthly. The Agency will submit its figures by the 5th of each month. The Client has 5 business days to dispute any figure. If no dispute is raised within that window, the Agency's submitted figures are deemed accepted.

Failure to pay any invoice triggers the following remedies.

- Within 7 days of due date, the Agency reserves the right to pause all advertising activity.
- Within 14 days of due date, the Agency reserves the right to suspend all services and funnel infrastructure.

6. Timeline and Implementation

The Agency will deliver the core infrastructure on a 10-day setup, subject to timely delivery of property assets by the Client's team. Properties are brought online in waves rather than simultaneously, so that each launch receives adequate creative and configuration attention.

Phase	Description
Day 1-2	Ad account and pixel setup, Housing Special Ad Category configuration, tracking and conversion event configuration, review of existing Client campaigns and CRM workflows.
Day 3-5	Ad creative production and script writing in English and Spanish, across price, move-in special, availability, floor plan, and amenity angles, with the language mix set per market on performance.
Day 6-8	Funnel infrastructure build covering the property landing page system, qualification forms, tour booking flow, confirmation pages, and FAQ sections.
Day 9-10	SMS and WhatsApp sequences in Spanish and English, retargeting audiences, CRM tagging, and lead routing by property to the correct leasing office.
Week 2	First wave goes live. The number of properties in this and every subsequent wave is determined by the Client's monthly ad spend at the per-property floor set out in Section 3. The 60-day Phase 1 clock begins on this Launch Date.

Phase	Description
Week 3 onward	Further properties are brought online in waves as the Client increases monthly ad spend, each wave sized to the additional spend committed. Where ad spend is not increased, the property count remains as launched and the Agency's obligation is limited to those properties.
Post-Launch	Continuous optimization of creative, targeting, funnel, and follow-up sequences based on performance data through the remainder of Phase 1.

The parties acknowledge that properties launched in the later waves of the rollout will complete Meta's learning phase late in the Phase 1 term. The Phase 2 performance review under Section 2 will therefore be based principally on the performance of the first and second waves.

7. Qualified Lead and Booked Tour Definitions

For the purposes of this Agreement, two distinct terms are defined below. The Agency is accountable for the production and delivery of Qualified Leads. Responsibility for converting a Qualified Lead into a Booked Tour is addressed under "Tour Booking Responsibility" in this Section.

Qualified Lead

A "Qualified Lead" is an inbound renter enquiry where all of the following are true at the time of capture.

1. The prospect completed the qualification form on the Agency's funnel infrastructure, indicating move-in date, bedrooms required, and budget.
2. The prospect supplied a contact telephone number and email address, both of which are deliverable and in service.
3. The prospect identified a specific property covered by this Agreement.
4. The prospect was sourced through a Meta campaign managed by the Agency. Enquiries sourced from the Client's own channels, existing databases, listing syndication services, walk-ins, referrals, or other agencies are excluded from the Agency's count.

A lead delivered with a disconnected telephone number or an undeliverable email address does not meet the definition of a Qualified Lead and is excluded from the Agency's reported count. The Agency will investigate and remedy the source of any pattern of such leads at no charge. A lead is not excluded from the count on the basis that the prospect was not reached, did not respond, did not tour, or did not sign a lease.

Booked Tour

A "Booked Tour" is a Qualified Lead that has been scheduled into the Client's leasing calendar for a property viewing at a specific date and time, whether booked by the prospect directly through the Agency's booking flow or by a representative of the Client or Agency following contact with the prospect.

Tour Booking Responsibility

The parties acknowledge that responsibility for contacting Qualified Leads and converting them into Booked Tours has not been settled at the date of signature, and agree to document it in writing as follows.

1. **Default position.** Unless and until the parties agree otherwise in writing, contacting Qualified Leads, qualifying them by telephone, and booking tours is the responsibility of the Client's leasing teams. The 5 to 10 minute response commitment in Section 4 applies for so long as this default position is in effect.
2. **Agency-operated alternative.** The parties may agree in writing that the Agency provides a dedicated appointment setting desk that contacts every Qualified Lead, qualifies it by telephone, and books tours directly into the Client's leasing calendars. This service is not included in the fee set out in Section 2 and would be priced in a written addendum signed by both parties before it commences.
3. **Effect on accountability.** While the default position is in effect, the Agency is accountable for Qualified Lead volume and cost per Qualified Lead, and is not accountable for the number of Booked Tours produced, as the contact and booking step sits with the Client. If the parties adopt the Agency-operated alternative, the Agency becomes accountable for Booked Tours and cost per Booked Tour from the date that addendum takes effect.

Cost Per Signed Lease

The Agency does not control and is not accountable for the number of leases signed or the cost per signed lease. The tour, the application, the screening decision, and the leasing decision are performed exclusively by the Client. The Agency reports cost per signed lease on a weekly basis for the Client's information and will identify where conversion is being lost, but this figure is not a performance obligation of the Agency under this Agreement.

Effect of Client Response Time

Speed of first contact is the single largest determinant of whether a Qualified Lead becomes a Booked Tour, and it sits entirely with the Client while the default position above is in effect.

Where the Client's median time to first contact on Agency-produced leads exceeds sixty (60) minutes, measured from the start of the applicable response window defined in Section 4, in any reporting week, Booked Tour and signed lease figures for that week are excluded from any assessment of the Agency's performance, and from any renewal or performance discussion under Section 2.

8. Client Responsibilities

The Client agrees to the following.

1. Provide all requested assets including property details, unit mix, pricing, current specials, photos, and floor plans promptly for each wave of properties.
2. Grant access to the Client's CRM, including read access to lead-response reporting, Meta Business Manager, and any other relevant platforms.
3. Maintain current unit availability, pricing, and specials for the duration of the campaign.
4. Maintain sufficient leasing-office bandwidth to run the tours produced by the Agency's infrastructure.
5. Own and manage the leasing process from the point a Qualified Lead is delivered, including contact, tour hosting, application processing, screening, and lease execution. The Agency is not responsible for tour outcomes, show rates, approval rates, or signed lease volume.
6. Log every tour booking, tour outcome, and no-show against the originating lead record in the Client's CRM within 2 business days, so that the Agency's cost per Booked Tour reporting under Section 1 can be produced accurately. Where this data has not been logged, the Agency's reporting obligation is limited as set out in Section 1.
7. Report signed leases attributable to Agency-produced leads within 7 business days of signature.
8. Designate a single named point of contact who is responsible for coordinating the Client's leasing teams, supplying property information, and holding on-site staff to the response time in Section 4. The Agency contracts with the Client and is not responsible for managing, training, or chasing individual leasing agents.
9. Maintain open lines of communication and provide feedback on lead quality to enable ongoing campaign optimization.

9. Intellectual Property and Ownership

- Upon payment in full of all fees due under this Agreement, the Client owns the entire end-to-end infrastructure and all data permanently, including funnels, landing pages, follow-up sequences, CRM workflows, ad creatives, scripts, campaign structures, and lead data. Until such payment is made in full, all such materials remain the property of the Agency.
- The Client may repurpose Agency-produced creatives on other platforms at no additional cost.
- The renter and prospect list generated during the campaign resides in the Client's CRM and remains reusable across the Client's other properties.
- The Agency retains the right to showcase anonymized results as portfolio or marketing material unless otherwise agreed in writing.

10. Fair Housing and Advertising Compliance

Housing advertising is a regulated activity and both parties carry obligations under this Section.

Agency obligations. All campaigns operate under Meta's Housing Special Ad Category. The Agency does not and cannot use targeting based on age, gender, ZIP code, parental status, income, or any protected characteristic. Ad copy describes the property and does not describe, indicate, or express any preference regarding who should reside there. All creative is reviewed against Fair Housing language requirements before it runs.

Client obligations. The Client confirms that all pricing, availability, specials, screening criteria, and other property information supplied to the Agency is accurate and applied consistently to all applicants. The Client remains responsible for its own leasing policies, application processing, and screening decisions, and for compliance with the Fair Housing Act and any state or local requirements applicable to its properties.

Neither party may instruct the other to target, exclude, or express a preference for any group in a manner that conflicts with Fair Housing law.

Indemnity. The Client shall indemnify, defend, and hold the Agency harmless against any claim, proceeding, penalty, judgment, settlement, or associated cost arising from the Client's property information, pricing, screening criteria, leasing policies, application decisions, tenant communications, or on-site conduct, including any claim brought under the Fair Housing Act or any equivalent state or local law. This indemnity does not extend to any claim arising directly from the Agency's own breach of its obligations under this Section.

11. Confidentiality

Both parties agree to maintain strict confidentiality of all proprietary and sensitive information shared during the course of this engagement, including but not limited to resident and applicant data, campaign performance metrics, occupancy and pricing information, and business strategies. This obligation survives termination of the Agreement.

Personal information. Each party is responsible for handling prospect and resident personal information lawfully in the jurisdictions where the properties operate. The Agency processes that information only to deliver the services described in this Agreement, does not sell it or disclose it to any third party other than the platforms and tools required to run the campaigns, and will delete or return it on written request once this Agreement has ended and all fees have been paid.

12. Out-of-Scope Services

The following items are not included in this Agreement and require separate investment if requested.

- Appointment setting, lead calling, telephone qualification, and tour booking, which sit with the Client under the default position in Section 7 unless a written addendum provides otherwise.
- Tour hosting, leasing, application processing, screening, or any on-site activity, which are handled exclusively by the Client.
- Full website redesign or pages not directly tied to the tenant acquisition funnel.
- Long-form content production such as podcasts, documentary-style videos, or case study films.
- Google, TikTok, LinkedIn, or other non-Meta advertising platforms.
- Cold email campaign management.
- AI voice calling system setup or management.
- Reputation or review management.
- Procurement, replacement, or custom development of Client systems, where the Client's existing CRM, calendar, or telephony tooling cannot support the lead routing, tour booking, or tour logging described in Section 1. The Agency will identify any such limitation on discovery, and any work required to resolve it is priced separately in writing.
- Properties beyond the fifty-five (55) covered by this Agreement.

The Agency may provide guidance and best-practice recommendations for the above items as a courtesy.

13. Limitation of Liability

The Agency's liability under this Agreement shall not exceed the total fees paid by the Client in the thirty (30) days preceding the event giving rise to the claim. The Agency is not liable for indirect, incidental, or consequential damages, including but not limited to lost rent, vacancy costs, turnover costs, or opportunity costs.

Platform risk. Housing advertising is subject to heightened review by Meta, and creative rejections, account restrictions, and policy changes are a routine feature of the category. The Agency is not liable for changes to Meta's advertising policies, for the rejection, restriction, or disablement of ads, ad accounts, or business assets, or for platform outages, except where these are caused by the Agency's own breach of this Agreement. The Agency will revise rejected creative and pursue reinstatement of restricted assets as part of the services, at no additional cost, and any period during which advertising cannot run for these reasons is treated as a pause under Section 3.

The Agency does not guarantee any specific number of Qualified Leads, Booked Tours, signed leases, or any particular occupancy outcome. The Agency's obligation is limited to delivering the infrastructure described in Section 1, managing and optimizing the Meta campaigns, and producing Qualified Leads as defined in Section 7.

14. Term and Termination

- The initial term is 60 days (Phase 1), commencing on the date the first wave of Agency-managed campaigns goes live on Meta ("Launch Date"). The period between signing and Launch Date is a pre-launch build phase and does not count toward the 60-day term.
- Phase 2 terms, if agreed, will be documented in a written addendum.
- Either party may terminate with 14 days' written notice after Phase 1.
- The month one fee is paid at signing and is non-refundable once the build has commenced. Early termination during Phase 1 by the Client does not relieve the Client of the month two fee where the campaigns have launched, and any outstanding fees remain due within 14 days of termination notice.
- Upon termination, the Client retains full ownership of all infrastructure, data, and assets built during the engagement, provided all outstanding fees have been paid.

15. Notices

Any notice required or permitted under this Agreement must be given in writing. Notice is validly served if sent by email to the address each party nominates for this purpose, and is deemed received on the next business day after sending. Each party will notify the other in writing of any change to its nominated address. Notices of termination must additionally be acknowledged in writing by the receiving party or repeated once by an alternative written method.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

17. Entire Agreement

This document represents the full agreement between the Client and the Agency and supersedes all prior discussions, agreements, or understandings, whether written or verbal. Any modifications to this Agreement must be made in writing and signed by both parties.

Signatures

CLIENT · KARYA PROPERTY MANAGEMENT

Signature

Printed Name & Title

Date

AGENCY · LEADFINS

Signature

Printed Name & Title

Date