

# Property Listing Terms and Conditions

**Last Revised: April 7, 2025**

These Property Listing Terms and Conditions (the “Terms and Conditions”) govern the relationship between the property owner or landlord (“Property Owner”) identified in the applicable subscription, listing agreement, sales order, or other services agreement referencing these Terms and Conditions (the “Listing Agreement”) and **SpaceAgent, LLC**, a Utah limited liability company (“SpaceAgent”), relating to Property Owner’s use of the SpaceAgent platform for the purpose of listing residential rental properties (“Property(ies)”) and engaging in activities related to their promotion and rental. These Terms and Conditions and the Listing Agreement together constitute the “Agreement.” Any term not defined herein shall have the meaning set forth in the SpaceAgent Platform Terms of Use.

THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT BETWEEN SPACEAGENT AND PROPERTY OWNER. PROPERTY OWNER’S ACCESS TO AND USE OF THE SPACEAGENT PLATFORM IS SUBJECT TO THESE TERMS AND CONDITIONS AND APPLICABLE LAW. SPACEAGENT RESERVES THE RIGHT TO TERMINATE ACCESS IF THESE TERMS ARE VIOLATED. BY CLICKING THROUGH OR USING THE SPACEAGENT PLATFORM IN ANY WAY, INCLUDING ACCESSING SERVICES OR INFORMATION, PROPERTY OWNER AGREES TO BE BOUND BY THESE TERMS. IF PROPERTY OWNER DOES NOT AGREE, THEY MUST NOT USE THE PLATFORM.

By agreeing to these Terms and Conditions, Property Owner also agrees to the SpaceAgent Platform Terms of Use, which are incorporated herein by reference.

SpaceAgent may modify these Terms and Conditions at any time by posting updates on the platform. While SpaceAgent may attempt to notify Property Owner of material changes, it is Property Owner’s responsibility to regularly review the Terms and Conditions. Continued use of the platform following changes constitutes acceptance of the revised Terms and Conditions.

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## 1. SERVICES

### 1.1 Property Advertising Services

Subject to these Terms and Conditions, timely payment of applicable fees, and successful completion of any required background screening, SpaceAgent grants Property Owner a limited, revocable, non-exclusive, non-transferable license to access and use the SpaceAgent platform solely to advertise residential rental Properties to prospective tenants.

## **1.2 Property Owner Background Checks**

SpaceAgent may, at any time, conduct background checks on Property Owner, including validation through third-party databases or documentation to confirm identity, ownership, location, and financial standing. Property Owner agrees to cooperate fully with such inquiries. Based on the results, SpaceAgent may, at its sole discretion and without refund, deny or discontinue services.

## **1.3 Transaction Independence**

SpaceAgent is not a party to any rental or lease transaction between Property Owner and tenants. All communication, agreements, and financial transactions are managed directly between the Property Owner and the tenant.

## **1.4 Tenant Screening**

It is the sole responsibility of the Property Owner to communicate with and perform any desired background or identity checks on prospective tenants. SpaceAgent is not liable for the screening or conduct of any tenant.

## **1.5 Quality and Ratings**

SpaceAgent may provide a system for tenants to rate and review Property Owners. Property Owners agree to uphold high standards of professionalism, cleanliness, safety, and responsiveness. SpaceAgent may restrict access to the platform for Property Owners who receive consistently poor reviews or engage in unprofessional behavior.

## **1.6 Listing Distribution**

SpaceAgent may, at its discretion, distribute Property listings to third-party websites or services to increase visibility. Additional terms may apply, and SpaceAgent is not responsible for the performance of third-party platforms.

## **1.7 Notifications and SMS Policy**

By using the SpaceAgent platform, Property Owner agrees to receive communications via SMS, email, or in-app notifications regarding new leads, inquiries, or account activity. Standard message and data rates may apply. Property Owner may opt out of non-essential notifications as outlined in the Privacy Policy.

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## **2. PROPERTY OWNER OBLIGATIONS AND RESPONSIBILITIES**

### **2.1 Compliance with Law**

Property Owner agrees to comply with all applicable federal, state, and local laws, including those of the State of Utah, relating to housing, taxation, credit card processing, zoning, safety standards, anti-discrimination, and data privacy. Property Owner must also ensure the Property is safe, habitable, and compliant with relevant regulations.

### **2.2 Accuracy of Listings**

All listings are the sole responsibility of the Property Owner. Property Owner agrees to maintain accurate and current information including pricing, photos, amenities, and availability. SpaceAgent disclaims any liability for listing inaccuracies and reserves the right to remove or suspend listings that are outdated, misleading, or non-compliant.

### **2.3 License to Use Listing Content**

(a) Property Owner grants SpaceAgent a worldwide, royalty-free license to use, reproduce, and display listing content, including photos and descriptions, for marketing and operational purposes. Upon expiration or termination of the listing, SpaceAgent will cease displaying such content.

(b) Property Owner agrees to cooperate in preventing unauthorized use of their content.

(c) SpaceAgent may sublicense content rights to third parties for promotional purposes.

Property Owner waives any claims to attribution or objection to derivative use of submitted content.

### **2.4 Use of Tenant Information**

(a) Tenant data obtained through the platform may only be used for legitimate communications related to Property listings and rental transactions.

(b) Property Owner must allow tenants to access, correct, or request deletion of their personal information. Disclosure of such information to third parties requires both tenant and SpaceAgent approval.

(c) Property Owner shall not send spam or unsolicited messages and is fully responsible for the handling of tenant data in accordance with applicable privacy laws.

### **2.5 Translations and Mapping**

SpaceAgent may provide automatic translations or mapping tools as a convenience. Property Owners are responsible for verifying the accuracy of translated content and location data.

## **2.6 Insurance Requirements**

SpaceAgent does not provide insurance coverage for Properties or rental transactions. Property Owner is solely responsible for obtaining adequate liability, property, and rental coverage prior to hosting tenants. Proof of coverage must be provided upon request.

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## **3. FEES AND PAYMENT TERMS**

### **3.1 Fees**

Property Owner shall pay SpaceAgent the fees and expenses outlined in the applicable Listing Agreement or subscription plan. Fees must be paid in full and are non-refundable unless otherwise stated in writing.

### **3.2 Automatic Renewal of Subscriptions**

Subscriptions paid by credit card or electronic payment will automatically renew at the end of the current term for the same duration and at the then-current rate unless Property Owner disables auto-renewal through their SpaceAgent account before the expiration of the term. No opt-out via email or voicemail is accepted. Turning off auto-renewal will not affect the current term but will prevent future charges.

### **3.3 Subscription Terms**

All subscriptions are for a fixed term selected at the time of enrollment—typically twelve (12) to twenty-four (24) months. The term begins upon receipt of full or initial payment. No trial subscriptions are offered. Subscription durations are binding and non-adjustable once initiated.

### **3.4 Non-Subscription Listings**

If SpaceAgent permits Property Owner to list on a non-subscription basis, fees for each rental will be as disclosed during the sign-up process. These terms may be updated periodically on the platform and will apply immediately to all future listings.

### **3.5 Refunds**

All payments to SpaceAgent are final. No refunds shall be issued for early termination, failed background checks, or listing removal. If Property is sold or delisted, the Property Owner may request removal, but no refund is due.

### **3.6 Taxes**

Property Owner is responsible for all applicable sales, use, or other taxes related to the listing and rental of Properties, except for taxes imposed on SpaceAgent's income. SpaceAgent is not responsible for collecting or remitting taxes on behalf of Property Owners.

### **3.7 Payment**

Accepted payment methods include major credit/debit cards, PayPal, or electronic checks. A valid payment method must be kept on file. Late payments are subject to an interest charge of eighteen percent (18%) per annum. Property Owner agrees to reimburse SpaceAgent for all costs arising from insufficient funds or chargebacks.

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## **4. ADDITIONAL TERMS AND CONDITIONS**

### **4.1 Search Results and Visibility**

SpaceAgent makes no guarantees regarding a Property's placement in search results. Rankings may vary based on listing completeness, subscription tier, responsiveness, and other factors. Listings may also appear differently on mobile apps or third-party platforms.

### **4.2 Listing Content Review**

All content submitted is subject to review and may be edited to meet formatting or quality standards. SpaceAgent reserves the right to reject or remove content that does not comply with its guidelines. Property Owner is solely responsible for verifying the accuracy of all published content.

### **4.3 Photographs**

(a) Photographs must accurately represent the Property and may not contain identifiable persons without proper consent. SpaceAgent reserves the right to reject any image that is misleading or infringes on third-party rights.

(b) By submitting photos, Property Owner certifies that they own the rights to use them or have secured appropriate licenses. Property Owner agrees to indemnify SpaceAgent against any claims arising from submitted media.

### **4.4 Use of Trademarks**

Property Owner may not use SpaceAgent's trademarks, logos, or service marks in advertising, marketing, or on any third-party platform without prior written consent. Property Owner may state that their listing is "available on SpaceAgent.com" but may not imply endorsement or affiliation.

## 4.5 External Links

SpaceAgent may restrict the inclusion of links to external websites within listings. All links are subject to review and may be removed without notice.

## 4.6 Property Substitutions

Each listing must represent a unique, specific Property. Substitution of Properties is not permitted without prior written approval. Submitting material changes to a listing to represent a new Property may result in removal without refund.

## 4.7 Direct Payments Between Parties

SpaceAgent is not involved in financial transactions between Property Owners and tenants. Property Owners may not request payment through untraceable or high-risk methods (e.g., cash, Western Union, or MoneyGram). Violation of this policy may result in removal from the platform.

## 4.8 Feedback

Suggestions or feedback provided to SpaceAgent may be used without restriction. By submitting ideas or comments, Property Owner grants SpaceAgent a perpetual, royalty-free license to use them for any purpose.

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# 5. RELATIONSHIP OF THE PARTIES & TENANT RESPONSIBILITIES

The relationship between Property Owner and SpaceAgent is that of independent contractors. Nothing herein creates a partnership, joint venture, employment, or agency relationship. Property Owners act solely on their own behalf.

## Tenant Responsibilities

Property Owners are expected to include standard residential lease clauses in compliance with state Code (Landlord and Tenant). At a minimum, tenants must agree to:

- **Timely payment of rent** as outlined in the lease agreement.
- **Peaceful and lawful use** of the Property without engaging in illegal activity.

- **Maintenance of cleanliness** and responsible use of appliances, systems, and furnishings.
- **Compliance with local noise ordinances**, community rules (if applicable), and other community standards.
- **Prohibition on subletting** without the written consent of the Property Owner.
- **Guest limitations**, typically not exceeding 14 consecutive days without permission.
- **Return of keys, fobs, and access credentials** at the end of the tenancy.
- **Adherence to Utah's notice and termination requirements**, including providing written notice of intent to vacate.

SpaceAgent advises Property Owners to use a state-specific lease agreement and to retain legal counsel for compliance with state and local landlord-tenant laws.

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## **6. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS**

### **6.1 Property Owner Representations**

Property Owner represents that they:

- (a) Have full legal authority to enter into this Agreement and list Properties;
- (b) Have provided accurate and truthful content and ownership documentation;
- (c) Will comply with all applicable laws and lease disclosure obligations in Utah;
- (d) Will not infringe or misappropriate any third-party intellectual property or privacy rights.

### **6.2 Platform Disclaimer**

THE SPACEAGENT PLATFORM AND RELATED SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. SPACEAGENT MAKES NO GUARANTEES AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF PLATFORM CONTENT OR SERVICE AVAILABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SPACEAGENT DISCLAIMS ALL WARRANTIES INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SPACEAGENT IS NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM LISTINGS, TRANSACTIONS, OR COMMUNICATIONS BETWEEN PROPERTY OWNER AND TENANT. USE OF THE PLATFORM IS AT PROPERTY OWNER'S OWN RISK.

### **6.3 Additional Disclaimers**

Property Owners assume full responsibility for tenant vetting, lease compliance, and all issues arising from tenancy. SpaceAgent does not screen tenants and is not liable for damages, injuries, or losses that occur on the listed Property. Owners should exercise prudent screening and follow fair housing practices under federal and Utah law.

## **7. INDEMNIFICATION**

Property Owner agrees to indemnify, defend, and hold harmless **SpaceAgent, LLC**, its affiliates, and their officers, directors, employees, agents, successors, and assigns from and against any and all claims, damages, liabilities, losses, costs, judgments, penalties, or expenses (including reasonable attorney fees) arising out of or related to:

- (a) bodily injury, death, theft, or property damage resulting from the acts or omissions of Property Owner;
  - (b) claims made by any tenant or platform user relating to the listed Property or the conduct of the Property Owner;
  - (c) Property Owner's breach of any representation, warranty, or obligation under this Agreement;
  - (d) negligence, fraud, or willful misconduct by Property Owner; or
  - (e) violation of any applicable federal, state, or local law, including those of the State of Utah.
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## **8. LIMITATION OF LIABILITY**

### **8.1 Exclusion of Damages**

IN NO EVENT SHALL SPACEAGENT, LLC OR ITS AFFILIATES, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA, BUSINESS INTERRUPTION, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PLATFORM, OR THE SERVICES PROVIDED—REGARDLESS OF LEGAL THEORY—EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **8.2 Cap on Liability**

IN NO EVENT SHALL SPACEAGENT'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY PROPERTY OWNER TO



SPACEAGENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION AND WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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## **9. TERM AND TERMINATION**

### **9.1 Term**

The Agreement shall remain in effect for the term specified in the Listing Agreement or until terminated pursuant to these Terms and Conditions.

### **9.2 Termination or Suspension**

SpaceAgent may suspend or terminate Property Owner's access to the platform at any time in the event of a breach of the Agreement or misuse of the platform. In such cases, no refund will be issued.

### **9.3 Surviving Terms**

Provisions that by their nature should survive termination—including indemnification, limitation of liability, governing law, and dispute resolution—shall remain in effect.

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## **10. FORCE MAJEURE**

SpaceAgent shall not be held liable for any failure or delay in performing its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, labor disputes, internet outages, or actions of governmental authorities. SpaceAgent will use reasonable efforts to mitigate the impact of such events.

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## **11. ASSIGNMENT**

Property Owner may not assign or transfer this Agreement without prior written consent from SpaceAgent. SpaceAgent may freely assign this Agreement to an affiliate or successor entity. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

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## **12. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by and construed in accordance with the laws of the **State of Utah**, without regard to conflict of laws principles. Any disputes shall be resolved in the state or federal courts located in **Salt Lake County, Utah**, and both parties consent to the exclusive jurisdiction and venue of such courts.

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## **13. MISCELLANEOUS**

### **13.1 Notices**

Any required notice shall be in writing and delivered:

- (a) personally;
- (b) by overnight courier with proof of delivery; or
- (c) by certified or registered mail, return receipt requested.

Notices shall be sent to the address designated in the Listing Agreement.

### **13.2 Severability**

If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

### **13.3 Waiver**

No waiver by SpaceAgent of any breach or default shall be deemed a waiver of any prior or subsequent breach. The failure of either party to enforce any provision shall not be deemed a waiver of the right to enforce that provision in the future.

### **13.4 No Third-Party Beneficiaries**

This Agreement is intended solely for the benefit of the parties hereto. Nothing herein shall be construed to give any third party any legal or equitable right or benefit.

### **13.5 Severability and Reformation**

If any provision is held to be invalid or unenforceable in a particular jurisdiction, it shall not affect the enforceability of the remaining provisions or the validity in any other jurisdiction. The parties shall use reasonable efforts to substitute any such invalid or unenforceable provision with a valid one that reflects the parties' original intent.

## **13.6 Headings**

Headings are provided for reference only and shall not affect the meaning or interpretation of any provision.

## **13.7 Entire Agreement**

This Agreement, including all referenced documents such as the Listing Agreement and SpaceAgent's Platform Terms of Use, constitutes the entire agreement between the parties and supersedes all prior discussions, agreements, or understandings, whether oral or written.