



RE/MAX Realty One
Citrus County Florida
"On Florida's Beautiful Gulf Coast"
8375 S. Suncoast Blvd. Homosassa 34446
352-628-7800 Office
352-442-3332 Direct Cell

EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

1. PARTIES: This agreement between, [REDACTED], the owner(s) or legally appointed representative of the premises, hereafter called LANDLORD and **REMAX – REALTY ONE**, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

2. **PROPERTY ADDRESS** [REDACTED], FL _____
Furnished [REDACTED] Unfurnished [REDACTED] BDRS [REDACTED] BATHS [REDACTED] GARAGE [REDACTED]

The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the [REDACTED] and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.

3a. Conditional Termination. At LANDLORD'S request, BROKER may agree to conditionally terminate this Agreement. If Broker agrees to conditional termination, LANDLORD must sign a withdrawal agreement; reimburse BROKER for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$300 plus applicable sales tax. In the event this Agreement is terminated by the LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT(s) placed in the property by BROKER shall remain in the unit. In the event this Agreement is terminated by LANDLORD, the BROKER'S rights provided for in paragraph 16 THROUGH 18 shall survive such termination. BROKER may void the conditional termination and LANDLORD will pay the fee stated in paragraphs 16 through 18 less the cancellation fee if LANDLORD leases or contracts to lease the property during the time period from the date of conditional termination to Termination Date.

3b. BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT (S) or other persons, and/or interfere with this management agreement and/or a foreclosure action is filed against the LANDLORD. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the TENANT (S) remain in the property after such termination by BROKER.

3c. PROTECTION PERIOD: LANDLORD agrees to pay BROKER'S fee if, within 120 days after the end of the Leasing Period, LANDLORD leases the Property to any prospects with whom LANDLORD or any other broker communicated during the Leasing Period regarding leasing the Property.

4. RENTALS: BROKER will use his best efforts to lease or rent with the following terms:
First rent (full month or pro-rata, depending on move-in date), Security Deposit, and Pet Fee (\$275.00 NON-REFUNDABLE, if applicable) shall be collected prior to occupancy. Security Deposit shall be equal to one month's rent, unless authorized by LANDLORD in writing otherwise.

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold BROKER harmless for any failure to secure TENANT (S) for the LANDLORD, any cancellation by the TENANT (S) and/or failure to collect any rents or monies due from the TENANT (S) for any reason.

Rental Rates will be the current market rate as determined in the sole judgment of BROKER. Late charges or fees owed by any TENANT (S) shall be collected per the terms of the lease and shall be included with rent, subject to management fees.

5. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

6. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, TENANT(S) are required to have telephone service, cable, electric service, water/sewer service and all other utilities in their own name. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(S).

7. FUNDS: Any monies collected or received by BROKER will be held in BROKER's bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services and partial escrow agent's fee.

8. ATTORNEYS FEES - LEASE DRAFTING: In the State of Florida, a BROKER is not allowed, by law, to draft a lease, therefore, there will be a charge to the LANDLORD of \$45.00 for attorney's fees for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be Law Offices of Heist, Weisse & Lucrezi, P.A., P.O. Box 2514 Ft. Myers Beach, FL 33932, 1-800-253-8428. The charges to cover these attorney's fee(s) will be collected from the first monies received. The attorney will be available to you and us at no charge for phone consultations in the event of any disputes with the TENANT(S) or related issues.

9. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the event the TENANT (S) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.

10. FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory to BROKER . It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide two full sets of keys, plus 1 mail key, and Garage Door Opener(s) if applicable to the BROKER.

11. LEASING and MANAGEMENT: BROKER is given the Exclusive Right to screen and approve or disapprove prospective TENANT (S), to deliver, on LANDLORD's behalf, any default notices to TENANT (S) as may be necessary. Any legal notices or institution of eviction or damage proceedings against TENANT (S), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and Attorneys Fees to evict TENANT (S) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same. In the event TENANT (S) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. Due to laws, which may affect disclosure of private and credit information, LANDLORD shall not be provided with the TENANT'S credit report and/or application unless specifically authorized in writing by the TENANT (S) and the provider of the credit report. LANDLORD SHALL SIGN ALL LEASE(S)

12. DAMAGES or MISSING ITEMS: BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of TENANT(S) or their guests. In the event TENANT(S) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the TENANT(S) accordingly and/or settle with the TENANT(S) upon advice of BROKER'S legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Landlord and Broker shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to Broker.

13. HURRICANES, TROPICAL STORMS, ACTS OF GOD: BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing between BROKER and LANDLORD.

14. BROKER'S AUTHORITY: BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to conduct a background check on the TENANT (S), to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.

15. REPAIRS: BROKER is given the right to spend in the amount not to exceed \$250.00 in any one month during this agreement to purchase items, cleaning, make repairs, and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference. After the TENANT vacates and funds are available for use from the TENANT'S security deposit, BROKER is given the right to spend up to the full amount of the monies claimed from the TENANT'S security deposit PLUS the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER

deems an emergency and or necessary in BROKER's sole judgment for the safety of the TENANT (S) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit and LANDLORD agrees to be responsible for the sums expended. In the event repairs are made, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD. BROKER will arrange for all repairs, inspections, maintenance and cleanings, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold BROKER harmless for payment of same.

16. FEE: BROKER shall be entitled to a rental commission from all rent monies collected. BROKER shall retain any charges deemed "additional rent" or fees in the lease agreement.

FOR SECURING A LONG TERM TENANT (S) (lease term of 6 months or longer) BROKER's commission shall be 50% of one months rent, paid to BROKER as a Finder's Fee when received from the TENANT(S).

LANDLORD agrees to pay an additional fee of \$250.00 each time the lease is renewed.

FOR A SEASONAL OR SHORT TERM LEASE(S) (lease term less than 6 months) BROKER's commission is 15% of the gross monthly rent. BROKER will, on behalf of LANDLORD, collect and pay applicable Florida state and local taxes from funds received from TENANT(S), preparation of Federal Form #1099.

17. MANAGEMENT FEES (Long Term Leases): BROKER shall be entitled to a management fee of 10% of the monthly rent and shall be paid MONTHLY from rent collected. THIS IS A MANDATORY FEE which covers a wide variety of services such as, fully computerized accounting system, arranging for repairs, inspections, collection payment, legal forms sent when necessary, disbursement of monthly rental proceeds, etc..

LANDLORD agrees to pay BROKER according to the above schedule during the TENANT(S) occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

18. PROCEEDS: BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER's bank (usually 5 to 7 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks) should certified funds, cash or traveler's checks not have been received. NOTE: Checks are mailed once a month by BROKER and funds shall be paid as soon as tenant(s) funds have cleared BROKER's account(s) as allowed by law. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

19. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

Remax Realty One
8375 S. Suncoast Blvd.
Homosassa 34446

20. ENVIRONMENTAL HAZARDS and INJURIES SUFFERED BY TENANT(S): TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to mold, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER' actions.

21. LANDLORD CONTACT WITH TENANT(S): LANDLORD agrees and understands that if LANDLORD has any contact with the TENANT(S) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. BROKER strongly urges that all contact with TENANT(S) be made by and through BROKER. LANDLORD agrees that contact with the TENANT(S) may be grounds for BROKER terminating this agreement.

22. COMMISSION and OTHER LEGAL DISPUTES: In the event of any litigation between the LANDLORD and BROKER, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in the county where the property is located or where the BROKER is located.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE OR SCANNED DOCUMENT TO EMAIL AND SUCH SHALL BE BINDING AS IF ORIGINALS. ALONG WITH THIS DOCUMENT WE NEED YOU TO PROVIDE US WITH PROOF THAT YOUR PROPERTY HAS HOMEOWNERS INSURANCE AND THAT PAYMENT IS UP TO DATE!!!

23. ADDITIONAL CLAUSES: Should TENANT and LANDLORD agree to execute a contract to purchase property, LANDLORD agrees to pay a commission of 6% of the purchase price, less any Finder's Fee previously paid. Should TENANT take out a Lease with an Option to purchase property, BROKER shall receive 25% of any option fees received. This amount, along with any previously paid Finder's Fee, shall be deducted from the final sale commission.

24. LANDLORD'S RESPONSIBILITIES (VACANT UNITS): When a Property is vacant, LANDLORD agrees to have a lawn care company in place to maintain the lawn, shrubs, weeds and irrigation as necessary. LANDLORD may choose a company for such, or LANDLORD can enlist the assistance of BROKER to assign a company. LANDLORD shall be responsible for all bills for such, which shall be paid directly to the company/vendor. As BROKER inspects vacant units, if there is a need for cleaning or repairs to uphold the rental standards expected and set forth by BROKER, BROKER shall order vendors to correct such at LANDLORD'S expense. Bills will be forwarded and paid by LANDLORD in a timely manner.

*****IMPORTANT NOTICE *****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant's or occupant's race, color, religion, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent. Asking for any of these restrictions on your property will be grounds to terminate this agreement immediately and the LANDLORD will be held liable for the \$300.00 cancellation fee as stated in paragraph three of this agreement.

EXECUTED this _____ day of _____, 2014

LANDLORD

LANDLORD

REMAX REALTY ONE

BROKER OR AGENT OF BROKER

(ATTACH A VOIDED CHECK HERE FOR AUTOMATIC DEPOSIT)

Landlord Mailing Address: _____

Social Security Number _____
(required for disbursement of funds)

Telephone: _____

E-Mail Address _____