

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

THIS RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT (the "Agreement") is entered into as of the ___ day of _____, 201___ (the "Effective Date"), by and between _____ (the "Owner) and **DAVIDSON PROPERTY MANAGEMENT, INC.**, a Florida corporation (the "Manager").

RECITALS:

A. The Owner is the owner of that certain real property located at the following address (the "Property"):

_____.

County: _____

B. The Owner and Manager desire to enter into this Agreement for the Owner to engage the Manager and grant the Manager the exclusive right to lease and manage the Property subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above stated recitals are true and correct and hereby incorporated by reference.

2. Exclusive Right to Lease and Manage. Owner hereby grants to Manager, the exclusive right to rent, lease, operate, control, and manage the Property under the terms and conditions set forth herein. The Owner acknowledges and agrees that except as otherwise agreed to in writing by the Manager, that for purposes of this Agreement, the Manager is the sole procuring cause of any lease, written or oral that may be negotiated during the term of this Agreement, even if said lease may have been negotiated either directly or indirectly by the Owner.

3. Term. The Term of this Agreement shall commence on the Effective Date and unless otherwise terminated by either party pursuant to the terms contained herein, shall expire upon the later of: (i) one year after the Effective Date or (ii) upon the expiration of the applicable lease entered into by the Manager on behalf of the Owner. This Agreement shall not automatically renew and shall only be renewable upon execution of a written agreement between the parties.

4. Termination by Owner. The Owner has the right to terminate this Agreement at any time by giving the required written notice as follows:

Initials:
Owner(s) _____
Manager _____

- a. If within 180 days of the Effective Date and no tenant has been placed, Owner may terminate this Agreement by providing 10 days prior written notice and paying a \$500 advertising and administrative fee.
- b. If after 180 days of the Effective Date and the Manager has not procured a tenant to the lease the Property, the Owner may terminate this Agreement with no penalty upon 10 days prior written notice to Manager.
- c. If a tenant is in place, Owner may terminate this Agreement by providing 30 days written notice to Manager and paying a termination fee of \$500.

5. Termination by Manager. The Manager may terminate this Agreement at any time by giving the required notice as follows:

- a. The Manager may terminate this Agreement by providing 30 days written notice to Owner.
- b. The Manager may immediately terminate this Agreement with written or verbal notice to Owner, if in the sole and absolute discretion of Manager:
 - (i) The Manager believes the Owner’s actions or inactions appear to be illegal, improper, or jeopardizes the safety or welfare of tenants or others;
 - (ii) The Manager believes the Owner’s actions or inactions interferes with this Agreement;
 - (iii) A code violation occurs on the Property;
 - (iv) A foreclosure action is filed against the Owner; or
 - (v) The Owner is delinquent in the payment of any taxes, fees, homeowners association assessments, condominium association assessments, other assessments, bills, fines or any other financial obligations related to the Property or the Manager.

Manager reserves the right to withhold funds for 30 days after the end of the month in which the Agreement is terminated to pay any obligations related to the Property and Owner shall pay the Manager any remaining proceeds within 30 days of the termination date. Additionally, the Manager may at its option continue to hold Owner liable for any commissions due, fees due or monies owed to the Manager if the tenant remains on the Property after such termination by the Manager. In the event this Agreement is terminated by either party, regardless of cause, the parties agree that the Manager shall have no further obligations to rent, lease or manage the Property and Owner agrees to immediately provide Manager with directions for transfer of any deposit held on behalf of a tenant.

6. Manager Compensation. In consideration of the services to be rendered, Owner agrees to pay Manager each month any and all of the forms as compensation as may be applicable as they become due:

Initials:

Owner(s) _____

Manager _____

- a. **For Management:** Owner shall pay Manager a management fee equal to 12% (twelve percent) of the gross monthly rents collected (the "Management Fee"). Should a security deposit claim be made to cover any unpaid rent, the Management Fee shall be applicable to such rent also. If a tenant pays rent in advance, such rent shall be held in escrow and will be distributed to Owner minus the Management Fee and any money owed by Owner to Manager each month as rent becomes due.

- b. **For Management in the Event of Owner's Default:** In the event Owner is in default of any mortgage, vendor bill, fees, taxes, assessments, insurance payment(s), homeowners association or condominium association fees or assessments, dues or any other amounts due to a third party related to the Property, or if the Owner is served with a Notice of Lis Pendens or any demand is made by a mortgage holder, servicer, homeowners association, condominium association, and the Manager continues to manage the Property, the Management Fee shall immediately increase to 15% (fifteen percent) of the gross monthly rents collected plus any additional fees outlined in the Foreclosure Proceedings, Assignment of Rents paragraph below.

- c. **Tenant Identification and Placement:** Owner shall pay Manager a fee equal to one month's rent (the "Procurement Fee") for each new tenant placement. If the tenant and a lease is already in place prior to execution of this Agreement, there will be no Procurement Fee charged for that lease, however, if the existing lease is not in Manager's form or the Owner and tenant are not willing and able to enter into an amended and restated lease in Manager's form, Manager shall charge a fee of \$250.00 per year to administer such lease. For any leases entered into during the term of this Agreement, unless otherwise agreed to in writing by both parties, the Procurement Fee shall be due whether Manager procures tenant or Owner procures the tenant.

- d. **Lease Renewal with Current Tenant:** If after the initial term, the lease is renewed with the original tenant, additional consideration in the amount of \$250 will be charged to cover the administrative cost of renewing the lease.

- e. **Sales Compensation:** If Owner agrees to sell or otherwise transfer the Property during the term of this Agreement or during the term of any lease entered into by Owner during the term of this Agreement, including any renewals or extensions of either (or within 180 days after termination or expiration of either) to a (i) tenant, relative of tenant or (ii) a person who occupied or resided at the Property with tenant or (iii) a customer introduced to the Property by the Manager, Owner shall pay Manager an amount equal to four percent (4%) of the gross purchase price of the Property, as a sales commission (the "Sales Commission"). The Sales Commission shall be paid to Manager at closing, provided that closing shall not be a prerequisite to the Sales Commission being earned by Manager and shall be in addition to any other amounts due Manager. In the event of a default by the buyer, Manager shall be entitled to receive one-half of all deposits retained by Owner as liquidated damages in the transaction, not to exceed the amount which Manager would have received as the Sales Commission had there been no default.

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Manager shall be entitled to a commission from all rent monies collected from the tenant or retained from the security deposit or last month's rent if owed by the tenant upon vacating the Property, and shall have the right to retain any charges deemed "additional rent" or fees in the lease agreement, including but not limited to any renewal fees, application fees, nonrefundable pet fees and late fees or charges. All late charges or fees owed by any tenants shall be collected at the discretion of the Manager and Manager shall retain fifty percent (50%) of such charges, fees and late fees even if not defined as "additional rent" in the lease agreement which allows these sums to be placed on a three-day notice. If there are accumulated late charges at the end of the lease, Manager may retain these funds from the security deposit, first applying security deposit funds to damages or amounts due the Owner, and then applying accumulated late charges to the deposit and retaining same. **Owner acknowledges and agrees that Manager has the sole and absolute discretion to waive any late fees or interest due from any tenants in accordance with Manager's policies.**

7. Management Authority. The Owner expressly grants to the Manager the following authority:

- a. Full management and control of the Property with authority to collect rent and other monies and securities from tenant in Property and issue receipts thereof.
- b. To accept and qualify applications for rental and to perform credit checks and other screening services, to approve or decline such applicants according to Manager's policies. Owner shall not be provided with the tenant's credit report or application unless specifically authorized in writing by the tenant and the provider of the credit report. If any potential tenant does not meet Manager's rental criteria, Manager may, but is not required to provide such potential tenant to Owner, for Owner's consideration as a tenant.
- c. For Manager to prepare and negotiate new leases and renewals and terminations of existing leases as deemed appropriate by Manager. Manager is authorized for and on behalf of Owner to execute leases and lease renewals.
- d. To provide for any and all negotiating and contractual arrangements (in the name of the Owner) by independent contractors for any and all repair services, vermin extermination, and trash removal deemed necessary by the Owner or the Manager, and to pay the independent contractors for these services, repairs and improvements from the Owner's funds. On each improvement and repair item that exceeds \$300.00 (except emergency repairs), Owner's approval shall be obtained first. Owner shall at all times maintain an account balance in the minimum amount of \$300.00 on deposit with the Manager to provide payment for necessary repairs. Owner shall provide or bear cost of providing all keys and required access cards, key fobs, or remotes to the Property. In the event of an emergency that the Manager deems an emergency or necessary in Manager's sole and absolute discretion for the safety and welfare of the tenant(s) or the welfare of the Property, Manager has authority to institute such repairs over \$300.00 and Owner agrees to be responsible for the sums expended. In the event repairs are made and funds are not sufficient, Manager shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet delivered to Owner. Manager will arrange for all repairs, walk-throughs, maintenance and cleanings, unless the Owner has notified

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Manager in writing prior to commencement of repairs to use a company or independent contractor selected by Owner and Owner has made arrangements with such third party directly. Owner agrees that in such event, unless Owner has pre-qualified the vendor with Manager pursuant to Manager's vendor pre-qualification procedures, Owner shall pay the third party directly and shall indemnify, defend and hold Manager harmless for payment of same or for said third party's failure to abide by state, local, or federal law. At Manager's option, if there are insufficient funds to make a repair, Manager may require payment or delivery of funds by Owner prior to making the repairs and Owner shall hold Manager harmless from any delay or failure to make a repair if the funds are not readily made available by Owner to Manager. Owner agrees that any and all repairs shall be paid from (1) Owner's monies held by Manager and (2) in the event no such account exists or said account has insufficient funds to cover the repair(s) Manager shall deduct the cost of repair from tenant's rent. Owner agrees that in the event a repair exceeds the amount of rent, Owner shall pay Manager the full balance owed no later than two weeks upon receipt of invoice for said repair.

- e. To serve legal notices upon tenants and to prosecute in the name of the Owner, or in the name of Manager, and at the Owner's expense legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney of Manager and Owner hereby specifically agrees that the Manager may use said attorney as Manager's attorney in any dispute between Owner and Manager. Owner further acknowledges and agrees that any communication between Owner and attorney shall not be deemed to be an attorney-client communication in any action between the Owner and Manager. Owner further authorizes Manager to compromise and settle claims on the Owner's behalf as may be necessary in the Manager's reasonable judgment.
- f. Owner agrees that Manager, without accounting to Owner, may collect as additional management fees: late fees, accrued interest, and administrative fees paid by tenant to Manager and that these fees (subject to the provisions in Section 6 above) are the property of Manager to offset Manager's expenses in enforcing the respective lease provisions. First funds collected from tenant each month shall be applied toward late fees, legal fees, court costs, bad check fees, and lease discount(if applicable) and lastly to rent. If tenants do not pay these fees, Manager may deduct these fees from the tenant's security deposit or last month's rent. Additionally, Owner acknowledges and agrees that Manager has the sole and absolute discretion to waive any late fees or interest due from any tenants in accordance with Manager's policies.
- g. Owner authorizes Manager to conduct routine preventive walk-throughs and maintenance on the Property to ensure the safe habitation of the occupants. Manager has the right, but not the obligation to inspect (at Owner's expense) wood burning fireplaces and chimneys in the Property on an annual basis (or as otherwise required) for proper functioning and conduct cleaning and maintenance of wood burning fireplaces and chimneys as required at the Owner's expense. Additionally, Manager has the right, but not the obligation to replace, at the Owner's expense, any batteries in smoke or toxic gas detectors located on the

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Property at or near the time a new tenant begins occupancy or at or near the time a renewing tenant's new lease term begins.

- h. The right, but not the obligation to pay any homeowner association or condominium association dues and deduct these dues from Owner's monthly income statement if Owner fails to pay the required dues.
- i. To advertise the Property when vacant or in anticipation of vacancy, including the right to place "For Rent" or "For Lease" signs on the Property unless prohibited by applicable community association rules or local ordinances . There shall be no additional charge to owner for placement of sign(s) on premises and advertising the Property for rent on the internet.
- j. **Manager [] may [] may not utilize a lock box to access the Property for purposes of showing the Property to potential tenants (if unchecked, then a lock box is deemed authorized).** If a lock box is authorized, Owner shall hold Manager harmless from any claims, vandalism or theft arising out of misuse of the lock box by a criminal or other third party or any liability which may arise from damage, theft, negligence or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein. Owner is advised to secure or remove valuables from the Property. Owner agrees and acknowledges that the lock box is for the Owner's benefit and hereby releases Manager, its officers, agents, and employees from all liability and responsibility in connection with any loss that occurs. If the Property is occupied by a tenant, tenant's prior written approval must be obtained before a lock box shall be used for the Property. Manager, at Manager's sole and absolute discretion, may, but is not required to, re-key door locks at Owner's expense during periods of vacancy or between tenancies. Manager may also employ a key check out system or provide key box codes to prospective tenants or their real estate representatives. **Unless specifically objected to in writing by Owner, Manager is authorized to use alpha or numerical coded lock box for access to the Property.**
- k. To resolve disputes over security deposits and any other sums due and Manager may use any lawful means to resolve such disputes. Additionally, Manager is authorized to compromise and settle claims on Owner's behalf as may be necessary or prudent in Manager's sole and absolute discretion.
- l. To accept or decline checks for rental and other payments due from tenants according to Manager's policies, provided Manager shall not be held liable for bad checks or money not collected. Owner shall reimburse Manager for any sums disbursed on the faith of such checks should they be uncollectible for any reason. Owner agrees to hold Manager harmless for any failure to secure tenants for Owner, any cancellation by the tenants or failure to collect any rents or monies due from the tenants for any reason. Manager has such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement. Manager assumes no responsibility for any other services unless agreed to in writing.

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m. Manager is not responsible for damage to the Property or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenants or their guests. In the event tenants damage the Property or owes any monies to the Owner, Manager is given the exclusive authority to determine in its professional judgment the amount due, charge the tenants accordingly or settle with the tenants upon advice of Manager's legal counsel. Manager is given the power to make claims upon the security deposit on behalf of Owner, and Manager shall not be held liable for any failure to make claims on any damages which were not readily apparent to Manager.

8. Management Responsibilities. Manager agrees to accept the following responsibilities:

a. To use diligence in renting, leasing, operating and management of the Property for the period and upon the terms herein provided. However, Manager does not guarantee the payment of rents by tenant, but will make every reasonable effort to collect same when and as they become due.

b. To render monthly statements of receipt, expenses and charges and to remit to Owner receipts, less disbursements. In the event the disbursement shall be in excess of the rents that are collected by the Manager, the Owner hereby agrees to pay such excess promptly upon demand of the Manager. If in the Manager's sole and absolute discretion, it may be necessary or proper to reserve or withhold Owner's funds to meet obligations which are or may become due (including without limitation, the Manager's compensation) thereafter and for which current income will not or may not be adequate, Manager may do so. In the event of a breach of this Agreement on the part of the Owner, the Manager may accelerate all fees due through the balance of the Agreement. Owner hereby assigns to Manager all rents on the subject Property as security for the obligations described herein.

c. To deposit all receipts collected for the Owner (less any sums properly deducted or otherwise provided herein) in a non-interest bearing account separate from Manager's account. However, Manager will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks or money not collected. Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Manager's bank, which may require up to ten (10) business days. If Manager disburses money to Owner and funds are subsequently unavailable, Owner agrees to immediately refund such amounts paid by Manager. If Owner fails to comply with this provision, Manager shall have the right to hold all future rent payments by tenant until such amounts have been replenished.

d. Manager shall hold security deposits for the Property in a non-interest bearing account. In order to minimize legal disputes and liability to both the Owner and the Manager, Manager retains the sole and exclusive right to refund any security deposits in full or part to an applicant or tenant who has or has not signed a lease upon the advice of Manager's legal counsel and Owner agrees to hold Manager harmless for same. In the event of a dispute between Owner and tenant, Manager may deliver any security deposit into escrow with a third party pending resolution of such dispute between the Owner and the tenant.

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- e. Provide for authorized individuals to perform walk-throughs of the Property as deemed necessary by Manager and to provide security deposit evaluations at the time of a tenancy.
- f. Manager shall provide Owner with a user name and password to access income and expenses statements for the Property through Manager's internet-based website: <http://davidsonpropertymanagement.property-genie.com/ownerportallogin.aspx>. Owner acknowledges that statements for the Property will not be delivered by mail.
- g. Manager may send Owner funds for the Property by check, direct deposit or ACH, provided Owner provides all necessary information to Manager.

9. Owner Responsibilities and Representations and Warranties. The Owner agrees to accept the following responsibilities and makes the following representations and warranties:

- a. The Owner is the sole owner in fee simple title to the Property and is fully authorized to enter into this Agreement.
- b. The Property is not subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit Manager from performing its duties described herein.
- c. Owner has no knowledge of any environmental hazards related to the Property and agrees that if any environmental hazards arise that the Owner shall take full responsibility of any cost associated with such environmental hazards.
- d. The parties signing this Agreement constitute all parties who have any ownership interest in the Property and if requested, shall provide a copy of the deed to the Property to the Manager.
- e. The Owner has full power and authority to hire the Manager and has the right to receive income proceeds from the Property and this power, authority and right has not been transferred or assigned to another party.
- f. That all mortgages, and taxes, insurances and association dues are currently paid and are not in default, that the Property is not now the subject of a foreclosure, a pending foreclosure action, or loan modification. In the event a foreclosure action is filed against Owner, Manager shall be notified immediately in writing. Owner shall indemnify, defend and save Manager harmless from any liabilities arising in any foreclosure action.
- g. To maintain the Property in a safe and habitable condition. Owner warrants that all fixtures and operating systems, including without limitation, plumbing, air conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mail box and attached lighting fixtures are in satisfactory operating condition. Owner agrees there are no defects to the Property except the following: _____

Initials:

Owner(s) _____

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- _____.
- h. In the event improvements or repairs are necessary, to reasonably approve all needed capital expenditures indicating exactly what Owner intends or does not intend to have performed and to handle all insurance claims and insurance matters directly with Owner's insurance carrier. Owner shall be responsible for the contractor's acts, defaults and negligence and will advance funds to Manager for all capital expenditures exceeding the Property's gross monthly income.
 - i. To be responsible for payment of the following recurring expenses: mortgage payments, taxes, fire or other insurance premiums, homeowner or condominium association obligations, and any other expenses unless that responsibility has been accepted by Manager in writing. Manager shall not be required to advance his own money to pay any Owner obligations, including recurring expenses, unless Owner has provided sufficient funds to cover the amount.
 - j. To keep Manager informed of any changes of ownership interest in the Property.
 - k. To keep Manager with current and up-to-date copies of any applicable condominium or homeowner association rules and regulations. In the event tenants fails to comply with the rules and regulations and the applicable association levies fees, fines, or assessments against Owner, Manager shall not be liable for such obligations.
 - l. To arrange for and pay for any leasing permits which are a requirement of any applicable condominium or homeowners association.
 - m. To at all times carry at Owner's expense, such insurance against liability, for personal injury and property damage as shall be adequate and necessary to protect the Manager and the Owner and to keep Property adequately insured, and immediately notify Manager should insurance lapse, including Manager as an additional insured on such insurance policy and providing Manager a valid copy of such policy at all times.
 - n. To keep Manager informed of any changes of Owner's mailing address and phone numbers.
 - o. That Manager shall not be liable for any willful neglect, abuse or damage to the Property by tenants or others nor for loss of or damage to any personal property of Owner by tenant including loss due to exchange or theft by tenants or others. Manager shall not be responsible for nonpayment of or theft of any utility service by tenant, or be held liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.
 - p. Regarding utilities: if allowed by law and unless otherwise agreed to by the parties, tenants are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenants shall have use of the Owner's utilities and be responsible for all or part of the bills, Owner shall pay the entire bill in a

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timely manner. Under no circumstances shall Owner cause the termination of these services and Owner agrees to indemnify Manager for any damages or litigation fees, costs or expenses incurred by Manager if Owner improperly terminates a utility services. Manager will deduct bills to the extent of funds available and Owner agrees that Manager shall be in no way responsible for nonpayment of or theft of any utility service by Tenants.

- q. To authorize Manager to use a lock box on the Property. Owner acknowledges that the lock box procedure used by Manager has been fully explained to Owner by Manager and that the use of the lock box is intended to make access to the Property easier. Owner is aware of the security risk incident to the use of a lock box.
- r. To provide Manager with all information Owner knows about lead-based paint and lead-based paint hazards as required by federal law for properties built prior to 1978. Owner acknowledges that Manager will rely upon all of Owner's representation regarding the Property when dealing with prospective tenant(s). Owner will immediately inform Manager of any material facts affecting the Property that arise after signing this Agreement. Owner further certifies to Manager that the Property: (i) was built [] on or prior to 1978 [] after 1978 (after 1978 if neither is checked); (ii) to the best of Owner's knowledge, the Property does not have any urea formaldehyde foam or asbestos, or levels of radon gas that exceed federal guidelines; and (iii) that the Property is not contaminated by any hazardous substance as that term is defined by any federal, state or local law.
- s. To cooperate with Manager in carrying out the purposes of this Agreement.
- t. **MANAGER HEREBY ADVISES OWNER THAT ALL WALK-THROUGHS OF THE PROPERTY PERFORMED BY MANAGER ARE PRIMARILY FOR THE PURPOSE OF DISCOVERING OR NOTING CERTAIN COSMETIC CONDITIONS WHICH MAY OR MAY NOT AFFECT THE PROPERTY'S WORKING CONDITION AND IS PRIMARILY INTENDED TO AFFIRM THE "AS IS" CONDITION OF THE PROPERTY.**
- u. Owner acknowledges that Manager is not an attorney and is not allowed under the laws of the State of Florida to draft a lease. Therefore, there will be an administrative charge to the Owner in the amount of \$_____ for preparing the lease. The cost of the lease preparation may be passed on by the Owner to the tenant as part of the leasing process.
- v. In the event the Property is furnished, the Owner shall provide a copy to the Manager an inventory of the furnishings, or, in the alternate, pay the Manager \$200.00 to provide the same. It is the Owner's responsibility to keep the inventory current. Owner understands that it is not advisable to leave any personal property in the Property and shall hold Manager harmless for any loss of personal property.
- w. Owner acknowledges that screens on all windows are required under Florida law and all windows must be operational. If tenant demands screens or window repairs, Owner agrees that Manager is authorized to purchase screens or make window repairs or replacements at Owner's expense.

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Owner(s) _____

Manager _____

- x. Owner shall provide Manager with copies of all service contracts and warranties related to the Property and its furnishings. If no service contracts or warranties are provided upon execution of this Agreement, the Manager shall assume that none exist.
- y. Owner acknowledges that drought, pests, and tenant neglect is common and it is extremely difficult to expect the tenant to properly maintain the landscaping as the Owner. Owner is urged to retain professional lawn care or landscaping service and hold Manager harmless for the tenant's failure to properly maintain the landscaping to the Property.
- z. If applicable, Owner shall maintain a professionally licensed and bonded pool service to maintain the swimming pool on the Property. If the Property is vacant or the lease requires the tenant to maintain the pool service and the tenant fails to do so, Manager may, but is not required to hire a pool service at Owner's expense. Owner shall hold Manager harmless for any damages for failure to properly maintain the swimming pool on the Property. Additionally, Fair Housing laws prohibit the Manager from requiring a tenant to sign any type of liability waiver or deny families with children to rent a home due to a swimming pool. Accordingly, the Owner is recommended to raise insurance coverage in the event the Property includes a swimming pool.
- aa. Owner acknowledges and agrees that unless otherwise agreed in writing, Manager shall not be responsible to take any precautionary measures to avoid any damages from any acts of God, including but not limited to floods, fires, tropical storms, hurricanes, tornadoes, or sink holes, regardless of the presence of hurricane shutters or similar devices on the Property.
- bb. Owner acknowledges and agrees that vacant properties may be subject to vandalism, squatters, theft and damage. Manager shall use commercially reasonable efforts to perform regular checks on the property, but in no event shall Manager be held liable or responsible for any loss or damage to a vacant property. Additionally, Owner acknowledges and agrees that homeowners insurance may not cover vacant properties and should consult Owner's insurance agent to determine if adequate insurance coverage is available for a vacant property.

10. Environmental Hazards/Mold/Bugs. Tenant(s) are increasingly suing property owners and managers for environmental hazards including but not limited to mold, defective drywall, 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 Property at this time. Owner agrees to indemnify, defend and hold Manager harmless in the event Manager is sued by tenant(s) for any injuries suffered on the Property. In the event a tenant complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, Owner agrees to pay for an inspection by a certified inspector to help defend Owner and Manager from claims made by the tenant. Such inspection will not be performed until the Owner is notified first and authorizes the inspection.

11. Pre-1978 Properties. Federal EPA rules require the Manager to provide the tenant with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws beginning in 2011, require almost all workers on pre 1978 home to be certified under the Renovation Repair and Paint Rules. (RRP). Owner shall not use any friends, vendors, handymen or ask us

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Owner(s) _____

Manager _____

to use any persons that are not certified to make repairs on your home. Owner grants Manager permission to sign the Lead Based Paint Disclosure as agent for Owner.

12. **Owner Contact with Tenant(s):** Owner **agrees and understands that if Owner 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 Owner will have to testify in person in court. Manager strongly urges that all contact with tenant(s) be made by and through the Manager. The Owner agrees that contact with the tenant(s) may be cause for Manager to terminate this Agreement and continuing to hold Owner liable for all commissions due.**

13. **Collections and Small Claims Court Cases.** **Manager is not an attorney or licensed debt collector and shall not engage in any collection activity including but not limited to Small Claims Court cases or placing the account with a collection agency for Owner, for monies that may be owed by tenant after tenant vacates or for prosecuting checks or money orders from tenant that may be returned NSF, Closed Account or Stop Payment. Owner may hire a collection agency or attorney of Owner's choosing to handle such matters.**

14. **Commission and Other Legal Disputes.** **In the event of any litigation between the Owner and the Manager, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in St. Johns County. Both Owner and Manager waive any rights that they may have to a jury trial.**

15. No Joint Venture. It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of a partnership or joint venture between the parties in any manner whatsoever.

16. Partial Invalidity. Invalidation of any provision of this Agreement by judgment or court order will not affect any other provision, all of which remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Agreement when necessary to avoid a finding of invalidity.

17. Entire Agreement. Except as otherwise specifically set forth and incorporated herein by reference, this Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior agreements, representations, and covenants, oral or written. In the event of a conflict between this Agreement and any other document specifically incorporated herein by reference, the terms of priority as established in the Introduction to this Agreement shall prevail. This Agreement may not be amended or modified except in writing signed by the parties hereto.

18. Time is of the Essence. Time is of the essence with respect to each party's performance of its obligations under this Agreement. If any date under this Agreement falls on a Saturday, Sunday or legal holiday, such date shall be automatically extended to the next business day.

19. Interpretation. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one party.

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Owner(s) _____

Manager _____

20. Governing Law and Jurisdiction. The parties hereto expressly agree that the terms and conditions of the Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida. In any legal disputes of any kind or litigation related to this Agreement, the parties agree that the venue for such disputes or litigation shall be in St. Johns County, Florida.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Facsimile and Portable Document Format ("PDF") signatures shall be binding on the parties hereto.

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Owner(s) _____

Manager _____

*****IMPORTANT FAIR HOUSING NOTICE *****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, 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, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

Signature

Print Name

Signature

Print Name

Address of Owner for notice purposes:

LANDLORD:

DAVIDSON PROPERTY MANAGEMENT, INC.

By:

LANDLORD:

DAVIDSON PROPERTY MANAGEMENT, INC.

By: _____

Print Name: _____

Title: _____

Initials:

Owner(s) _____

Manager _____