



**ANNUAL/ LONG-TERM
EXCLUSIVE RIGHT TO LEASE AND MANAGE AGREEMENT**

THIS EXCLUSIVE RIGHT TO LEASE AND MANAGE ("Agreement") is prepared this ____ day of _____, _____ between RE/MAX Metro ("Broker") and _____ ("Owner") who agrees as follows: Broker shall have the EXCLUSIVE RIGHT TO MANAGE AND LEASE the real property described below, including any personal property left onsite (collectively, "Property") located at _____.

Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules. Lead Paint Disclosure required if built prior to 1978. Property is Listed For Sale: Yes No RE/MAX Metro is the Listing Broker Yes No . If no, provide name of Listing Broker _____, phone number _____ Property is being sold subject to lease term? Yes No If NO, will Lease include a 60 day Notice to Vacate Clause? Yes No

1. **EFFECTIVE DATE:** This Agreement shall become effective on the date last signed or initialed.
2. **TERM OF AGREEMENT** This Agreement shall be for an initial period of one year. Thereafter, this Agreement will automatically renew for successive one-year terms until canceled by either Owner or Broker upon sixty (60) days written notice to the other by mail in U.S. or regular international mail or electronic media prior to the anniversary date of this Agreement. If Owner desires to withdraw the property from the rental market because of a bona fide change in circumstances approved by Broker in its sole discretion, the Owner may terminate this Agreement subject to payment of a termination fee of \$_____. Additionally, if a tenant has executed a lease, Owner will owe management fees, leasing or renewal fees, and sales commission if applicable for the term of possession of the Property by a tenant or person residing with tenant or relative of tenant. Such fees are due and payable upon demand.
3. **AUTHORITY TO LEASE:** Owner agrees to refer to Broker all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases & renewals and agrees to accept a lease that satisfies the Owner's criteria as expressly set forth in Paragraph 4. Tenant may not take possession of the Property until the lease is fully executed. If Owner is to sign all leases, Owner agrees to execute & return any such lease to Broker by fax or overnight mail within 24 hours of Owner's receipt. In the event that a prospective tenant places a deposit with Broker or Owner and Tenant fails to execute a lease or take possession, said deposit or any portion thereof, if retained, shall be disbursed 50% to Owner & 50% to Broker, not to exceed the amount which Broker would have received as its rental commission.
4. **OWNER REQUESTED LEASE TERMS:** Owner authorizes and agrees that Broker may offer the Property for lease at the following rates and terms: Owner agrees to accept a maximum lease terms of ____ months and a minimum term of ____ months at a minimum rent of \$_____ per month. A security deposit is required in the amount of \$_____ (One months rent if left blank) and all funds collected prior to occupancy. Owner agrees that Broker, as escrow agent, may deposit the escrow funds in a non-interest bearing account with a financial institution chosen by Broker and that the financial institution, Broker or any of its related companies may obtain a direct or indirect benefit in connection with such deposit. Pet approval/disapproval, Utility Responsibilities and additional rental terms will be detailed on the property amenities worksheet to be completed at time of this agreement by Broker's representative. The property will be available for occupancy commencing on the ____ day of _____, _____.

5. **LEASE COMPENSATION:** Owner shall compensate Broker for procuring a tenant to rent the Property upon the terms set forth herein as follows: 100% 1st full month's rent on leases for 7 months or more and 50% of 1st full (renewal) month's rent for any renewals and extensions thereof. Broker shall earn the fee stated herein upon procuring a ready, willing, and able tenant and Owner shall pay Broker in full upon the earlier of (i) the date on which all funds due prior to move-in under the applicable lease have been collected and the tenant's lease term has begun, (ii) Owner's termination of this Agreement, or (iii) Owner's default under the lease or this Agreement. A subsequent breach or failure to perform by tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Broker does not guarantee any tenant's performance under any lease.
6. **MANAGEMENT FEES:** In addition to the fees set forth above, Owner agrees to pay Broker a management fee as follows:
Basic Management: 10% of gross rents due monthly or \$100 per month, whichever is greater, for each month, or partial month thereof, of this Agreement. This service includes collection of the rent, coordination of service calls, property inspections for move-in and move-out only and disbursement of security deposits pursuant to Chapter 83, FL statutes. Owner agrees to pay the aforementioned management fee whether the Property is occupied or vacant, even during an eviction period. If the property is in rent ready condition, said management fees are due and payable on the first day of tenant occupancy. If long distance charges are necessary in the management of the Property, Owner agrees to such charges being deducted from his proceeds. If Broker provides electronic transfer of funds for Owner, Owner will be charged a transaction fee of \$5.00 per month.
Late fee: If late fees are collected from tenants, 100 % of such fees will be paid to Broker for notice and late rent collection services. Broker may claim unpaid late fees from the tenants' security deposit. Broker has the sole right to waive late fees.
7. **TENANT HISTORY:** Broker will obtain a standard credit and background report as available (hereafter, "Tenant Report") on tenant applicants from a credit bureau of Broker's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report (i) may not be all inclusive, (ii) may not provide information from all local jurisdictions within the United States, and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Broker warrant the completeness or accuracy of the information contained therein. Owner understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness.
8. **KEYS AND LOCK BOX:** Upon execution of this Agreement, Owner will provide a minimum of 2 sets of keys for each door lock, plus any security keys, pool keys, mailbox keys, garage door openers, gate cards and security passes. Owner authorizes Broker to deliver the key to the Property to any cooperating real estate broker or salesperson for the purpose of showing the Property. If a lock box is approved on the Property, Owner is advised to secure or remove valuables. Owner agrees that the lock box is for the Owner's benefit and hereby releases Broker, persons working through Broker, and Broker's local Realtor Board/ Association from all liability and responsibility in connection with any loss that occurs. Owner agrees to hold Broker harmless from 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. If Property is tenant occupied, Tenant must also give written approval before a lock box is used.
9. **LOCK BOX AUTHORIZATION:** Owner approves the use of a lock box system to access the Property:
Yes No
10. **INVENTORY, DAMAGES or MISSING ITEMS:** Owner shall provide Tenant with a written inventory of personal items and furnishings. Broker is not responsible for damage to the premises or missing, lost or damaged items or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism or negligence of tenant(s), their guests or third parties.
11. **CONDITION OF PROPERTY:** Broker may order maintenance and repairs to put the Property into clean and tenant ready condition prior to occupancy. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable condition and in compliance with all applicable laws, ordinances and regulations of all governmental authorities.

12. **PROPERTY INSURANCE:** Owner to carry at OWNER'S sole expense, public liability, property damage, and worker's compensation insurance adequate to protect the interests of the OWNER and BROKER. Said insurance will name both BROKER and OWNER as insured parties and specifically cover the indemnity and hold harmless provisions in this agreement. BROKER will not be liable for any error of judgement or mistake of law or fact or any loss caused by BROKER'S negligence.
13. **COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES & ASSESSMENT:** If rental unit is a condominium or is governed by a Homeowner's Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner agrees to pay all federal, state or local taxes or assessments that are due or may become due as a result of the leasing, it is the Owner's sole responsibility to provide Broker with Association Application forms and a copy of the Rules and Regulations at time of this agreement.
14. **INDEMNIFICATION:** Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company, affiliates, employees, associates, representatives, successors and assigns, from all claims suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever and any expenses arising from or relating to (i) Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due Owner, (iii) NSF checks from any source, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property or (vi) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Broker, including any claims or losses arising from Broker's negligence except as may be caused by Broker's willful gross negligence or illegal acts.
15. **LIEN RIGHTS, ATTORNEY'S FEES and LIMITATION OF LIABILITY:** Pursuant to section 475.42 (1)(j), Florida Statutes, Owner hereby authorizes Broker to record a lien against the Property to secure payment of any amounts due under this Agreement or any addenda hereto. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fee (including in house attorneys) and costs, including fees and costs incurred on appeal. In no event shall Broker or its associates be liable to Owner for damages of any kind in excess of the commission paid to Broker under this agreement.
16. **TAX IDENTIFICATION:** US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 31% IRS withholding tax. Non US citizens may provide a signed form W-8ECI with their ITIN number to be exempt from 31% withholding tax, but are advised to seek the advice of an accountant before signing IRS form W-8ECI which states that the signer is exempt from US back-up withholding because their rental property is a business.
17. **TRANSACTION BROKER NOTICE:** As a transaction broker, RE/MAX Metro and its associates, provides to you a limited form of representation that includes the following duties:
 - a. Dealing honestly and fairly;
 - b. Accounting for all funds;
 - c. Using skill, care, and diligence in the transaction;
 - d. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer;
 - e. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing;
 - f. Limited confidentially, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listing price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any third party for selling or buying property, that a selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and
 - g. Any additional duties that are entered into by this or by a separate written agreement.

Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to a detriment of the other party when acting as a transaction broker to both parties.

18. **ENTIRE AND BINDING AGREEMENT:** This Agreement, which includes the Property Worksheet, Property Amenities Sheet, Owner's Handbook currently in use and all other Addenda attached hereto, all of which are hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will

be invalid unless in writing signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner which are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

- 19. **SUCCESSORS and ASSIGNS:** This Agreement shall be binding upon the successors and assigns of Broker and Owner and their respective heirs, administrators, executors, successors and assigns.
- 20. **SUCCESSORS and ASSIGNS:** This agreement shall be binding upon the successors and assigns of Broker and owner and their respective heirs, administrators, executors, successors and assigns.
- 21. **VENUE, JURISDICTION AND GOVERNING LAW:** Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located and each consents to personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.
- 22. **NOTICES:** Whenever notice shall or may be given to Broker by Owner, each such written notice shall be sent to the Broker's address listed herein or such other address as Broker may designate. **Broker's Address for Notice:** RE/MAX Metro, 201 2ND Avenue. N. St. Petersburg, FL. 33701, Fax No. 727-896-1802. Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail, fax, or by e-mail at the permanent address given on attached Property Worksheet.
- 23. **POWER OF ATTORNEY:** Owner(s) hereby grant Broker, its agents, successors and assigns the authority and power of attorney to sign leases and other documents pertaining to the management of the property on behalf of and in place of Owner(s). Owner(s) agree that they will be bound by such signature of Broker, its agents, successors and assigns as if Owner had signed the lease or other pertaining documents. **Owner(s) signature on this agreement authorizes Broker to assume POWER OF ATTORNEY.**

By signing below I / We acknowledge that we have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this Agreement, you should obtain the advice of an attorney prior to execution. FINAL ACCEPTANCE: When duly signed by Branch or Division Manager this agreement becomes binding on all parties.

_____	_____	_____
Owner's Signature	Social Security #	Date
_____	_____	_____
Owner's Signature	Social Security #	Date

RE/MAX Metro, by Authorized Licensee

RE/MAX Metro: 201 2ND Avenue N, St. Petersburg, FL. 33701- PHONE 727-896-1800

Property Manager's Name: _____ Phone: _____