



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and UNITED PROPERTY MANAGEMENT OF THE GULF COAST, 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. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises ARE _____, ARE NOT _____, currently for sale and agree to sign a Solvency Statement. 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. The Property Information Sheet is attached to and made part of this agreement.

PROPERTY ADDRESS _____

CITY _____ STATE _____ ZIP _____

Unit # _____ Parking Space Number # _____ Dock # _____

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

EXCLUDED AMENITIES: LANDLORD in writing must disclose any appliances, hot tubs, grills or amenities that the landlord shall not be responsible for maintaining to broker.

1. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, BROKER agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. The term shall begin on the _____ day of _____, 20____ 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 sixty (60) day written notice prior to the next term given by either party to terminate. OWNER hereby states that property will be available on the effective date of this contract or on the _____ day of _____ 20 ____.

2. **TERMINATION BY LANDLORD:** Termination is effective when actually physically received by BROKER BY CERTIFIED MAIL. In the event LANDLORD terminates this agreement, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT (S) placed on 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 this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee equal to one-half of one month's rent will be charged to LANDLORD should LANDLORD terminate this agreement for any reason. In the event that BROKER has not procured a TENANT within sixty days (60) of the property being fully available for rent, LANDLORD may terminate this Agreement with no penalty.

3. **TERMINATION BY BROKER:** 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, interfere with this management agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, fees, bills, fines or any other financial obligations related to the premises or the BROKER. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the TENANT (S) remains in the property after such termination by BROKER. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposits held on behalf of the TENANT.

4. **RENT AMOUNT:** Unless otherwise modified in writing, Rental Rates will be the current market rate as determined in the sole judgment of BROKER, rent will be \$_____ but no less than \$_____ base rent per month unless LANDLORD agrees to a reduced amount in writing.
5. **SECURITY DEPOSIT:** The Broker/Manager reserves the right to establish the security deposit amount; however, in no case shall it be less than 80% of the monthly rent.
6. **DEPOSITS:** According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding BROKER harmless for LANDLORD's failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.
7. All parties in writing must agree upon any deviation from these terms. 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. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.
8. **INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay direct any condominium/hoa maintenance fees, taxes, insurance, mortgages, assessments and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. 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 MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. 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 unless due to BROKERS negligence. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage. If TENANT is required to purchase "Renters Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to BROKER and "Renters Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORDS property. If the LANDLORD requires the TENANT to purchase renter insurance, LANDLORD must direct BROKER in writing PRIOR to the lease signing and must specify what type of Renter's Insurance is required. LANDLORD agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.
9. **PETS:** LANDLORD affirms that pets _____ARE _____ ARE NOT covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.
10. **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 service and all other utilities in their own name. In any lease where the TENANT (S) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. 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. Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly. 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). LANDLORD is required to have utility service turned on if the premises are not occupied. Utilities include but are not limited to electric, water & gas. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.
11. **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 fees, liens, deposits, 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 imposed by the HOA or Condo Association. BROKER will make its best efforts to legally force TENANT to comply with the Rules and Regulations. If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.

12. **FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$300.00 to provide same. (This fee is subject to change with notification by first class mail). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide one (1) full sets of keys, including mailbox keys and at least one gate opener or garage door opener if applicable to the BROKER. In unfurnished units, LANDLORD will provide basic window treatments and their hardware or authorize BROKER to purchase and install same. Florida law requires screens on all windows and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense.

13. **LANDSCAPING/LAWN CARE** Even if TENANT is responsible in the lease agreement for lawn care, LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping service and holds BROKER harmless for the TENANT'S failure to properly maintain the landscaping.

14. **PRESSURE WASHING/GUTTERS/ USE OF LADDERS:** OWNER agrees that the OWNER is responsible for periodic pressure washing including but not limited to, eaves, walls, patios, decks, sidewalks and drives, gutter cleaning & tree trimming. Further OWNER agrees that tenant is not responsible for any maintenance that requires tenants use of a ladder.

15. **REKEYING:** BROKER is given the authority to initially Re-Key the property at LANDLORD' expense. BROKER is further given the authority to have property re-keyed between tenants at previous tenants expense.

16. **CLEANING:** OWNER shall have the interior of the unit professionally cleaned prior to occupancy date of the first TENANT (S) and TENANT (S) will be responsible for professional cleaning when they vacate.

17. **CARPET CLEANING:** OWNER shall have the carpets professionally cleaned & deodorized prior to occupancy date of the first TENANT (S) TENANT (S) will be responsible for professional cleaning when they vacate.

18. **PET/FLEA TREATMENT:** Before OWNER vacates, OWNER must, have a professional, licensed and bonded company to "de-flea" the premises before the OWNER vacates and must provide BROKER with proof/receipt of such service. TENANT (S) will be responsible for the same professional service when they vacate.

19. **WINDOW COVERINGS:** OWNER will insure that all windows are covered with; blinds, shades or draperies of some kind. For the majority of our properties, we recommend all windows be covered with 1" blinds, for properties priced at \$1,200.00 or more we recommend windows to be covered with a 2" faux wood blind or vertical blinds.

20. **LOCK BOXES:** BROKER may utilize a lock box to access the premises. Lockboxes are used to allow easy fast access to show the premises to a prospective TENANT. If a lockbox is authorized, LANDLORD shall hold BROKER harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.

21. **VACANT UNITS:** Vacant units are increasingly subject to vandalism, squatters, theft and damage to air-conditioning compressors. BROKER shall check and/or show vacant units at least two (2) times per month. If more frequent checking is requested, this must be negotiated separately between BROKER and LANDLORD and there may be additional charges. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance does not cover vacant properties and should consult their insurance agent. While the property is vacant OWNER shall maintain or have lawn maintained. Said maintenance will include but not limited to, cutting lawn, edging sidewalks, drives and flower beds, blow drives and walks rid planting beds of weeds and re-mulch to maintain a neat and well manicured lawn.

22. **LEASE SIGNING:** BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASES and a Specific Power of Attorney is attached.

23. **CREDIT REPORTS:** Due to laws which 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

24. **TENANT'S SECURITY DEPOSIT, DAMAGES or MISSING ITEMS:** BROKER is not responsible for damages to the premises under any circumstance or for 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 owe any monies to the LANDLORD, BROKER is given the EXCLUSIVE authority to determine in its professional judgment the amounts due, charge the TENANT (S) accordingly as per Florida Statutes 83.49 and/or settle with the TENANT (S). 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. LANDLORD understand and agrees that the Security Deposit belongs in full to the TENANT (S) unless a claim is made upon the Security Deposit AND BROKER is hereby granted to the sole authority to make claims as BROKER deems appropriate. LANDLORD shall not interfere with this process and shall accept BROKERS claim if any on the Security Deposit.

25. **LANDLORD HELD DEPOSIT:** If LANDLORD is holding the deposit, BROKER shall have no responsibility for making any claims on the deposits and LANDLORD shall be responsible for complying with Florida Statutes 83.49, the procedures, forms and time limits imposed. BROKER shall provide LANDLORD with a copy of Florida Statutes 83.49 upon request or LANDLORD may obtain a full copy of the Landlord/Tenant law for free by going to www.evict.com

26. **POOLS:** LANDLORD shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORD'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service or pool service at LANDLORD'S choosing to avoid damage to the pool. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage, as the cost to raise it is minimal.

27. **HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD:** BROKER and or TENANT 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, tornados, sinkholes, regardless of the presence of hurricane shutters or similar devices on the premises.

28. **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 screen and approve or disapprove prospective 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. BROKER is given the Exclusive Right 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 eviction attorney to perform the eviction. BROKER does not practice law. Costs and Attorneys Fees to evict TENANT (S) or otherwise will be paid by LANDLORD in advance and when due 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. BROKER is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

29. **ADVERTISING:** BROKER uses many methods to advertise the property for rent and LANDLORD gives BROKER the authority to use all legal means of advertising at the choosing of BROKER at BROKER'S expense. In the event LANDLORD desires special advertising LANDLORD, may advertise at LANDLORD'S expense, however any special advertising MUST include BROKERS contact information, NOT OWNERS furth said advertising must be approved by BROKER to insure it meets fair housing standards.. BROKER is not under any obligation to advertise the specific property being managed but may choose to do so.

30. **REPAIRS:** BROKER is given the right to spend at BROKER'S discretion and without the necessity of permission by OR notification to the LANDLORD, an amount not to exceed **\$300.00** per work order 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 OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD. After the TENANT vacates and funds become 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. BROKER will arrange for all repairs, inspections, maintenance and cleanings. If LANDLORD hires a third party vendor, LANDLORD agrees that they shall pay third party vendor directly and shall indemnify and hold BROKER harmless for payment of same or for said vendor's failure to abide by state, local or federal law or in the event of pre-1978 properties, the failure of such vendor to not be certified under the Federal RRP Rules. At BROKER'S option, if there are not sufficient funds to make a repair, BROKER can require payment by LANDLORD prior to making the repairs and shall hold BROKER harmless for any delay or failure to make a repair if the funds are not available.

31. **REPAIR ACCOUNT:** In order to maintain the Repair Account, LANDLORD will provide broker with **\$300.00** and if this account falls below this amount, broker may replenish it from the rents held or received. In the event repairs are made and funds are not sufficient, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD.

32. **MANAGEMENT FEES, OTHER FEES AND COMMISSIONS:** BROKER 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, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, application fees, and late fees/charges. All Late charges or fees owed by any TENANT (S) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges, fees and late fees even though they may be defined as "additional rent" in the lease agreement that allows these sums to be placed on a Three Day Notice. All fees or commissions are due to the BROKER whether BROKER procures TENANT or LANDLORD procures tenant unless otherwise agreed to in writing. If there are accumulated late charges at the end of the tenancy, BROKER may at its discretion retain these funds from the security deposit, first applying security deposit funds to damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit and retaining same.

33. **ACCOUNT ESTABLISHMENT FEE:** LANDLORD/OWNER agrees to pay BROKER a one time non-refundable account establishment fee of \$100.00, payable at time of signing management forms.

34. **PROCUREMENT FEE:** LANDLORD agrees to pay BROKER a TENANT procurement fee equal to ½ of one months rent upon each new lease agreement and TENANT taking possession for marketing, processing, signage and other fees.

35. **MANAGEMENT COMMISSION:** BROKER shall be entitled to the greater of a minimum monthly fee of \$65 or a commission of 10% of rents paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due.

36. **VACANCIES, EXTENSIONS AND RENEWALS:** 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.

37. **FUNDS/PROCEEDS:** Any monies collected or received by BROKER will be held in BROKER's bank account(s). BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement when monies have cleared the BROKER'S bank (usually 5 - 7 business days for local checks and 10 - 14 business days, depending on locale, for out of state checks). In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit shall be retained by BROKER. In order to minimize legal disputes and liability to both the LANDLORD and the BROKER, BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND THE BROKER. BROKER will send LANDLORD proceeds by ACH and also will provide all statements via email to LANDLORD.

LANDLORD shall provide BROKER with all necessary information for ACH deposits. If BROKER has sent proceeds to LANDLORD and the TENANT’S payment is not honored, LANDLORD shall immediately refund such payment to BROKER upon demand.

38. **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 return receipt requested to BROKERS address, and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances BROKER may request communication by email, mail or fax and if so, such communication shall be binding and legally sufficient.

39. **ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS:** TENANT (S) are increasingly suing property OWNERS and BROKERS 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 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. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD and BROKER from claims made by the TENANT. Such inspection will not be performed unless the LANDLORD is notified first and authorizes the inspection.

40. **PRE-1978 PROPERTIES:** Federal EPA rules require BROKER 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) Please do not use any friends, vendors, handymen or ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

WAS UNIT BUILT PRIOR TO 1978 _____ YES _____ NO

LEAD-BASED PAINT DISCLOSURE (Check one)

- Owner represents and warrants that the sale or lease of the above property is exempt from the disclosure obligations under 42 U.S.C. 4852d because (1) the property is not residential real property, (2) the property was constructed in 1978 or later, or (3) other (describe)

- The sale or lease of this property is not exempt from the disclosure obligations under 42 U.S.C. 4852d. Owner represents and warrants to Broker/Manager as follows: [Check one]
- Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

- Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. [Check one]
- Owner has provided Broker/Manager with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing. (List documents below)
- Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

41. **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 and continuing to hold LANDLORD liable for all commissions due.

42. **COLLECTIONS and SMALL CLAIMS COURT CASES:** BROKER 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 LANDLORD, 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.

LANDLORD may hire a collection agency or attorney of their choosing.

43. **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 BROKER's office is located. This county is currently _____ and can change. Both LANDLORD and BROKER waive any rights that they may have to a jury trial.

44. **FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS:** In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that BROKER shall comply with any court order and/or at BROKERS discretion disburse rent monies to the requesting party based on advice of BROKER'S legal counsel. If any of the aforementioned occurs, LANDLORD gives BROKER the full right and authority to disburse the security deposit or advance rent held by BROKER to any party including the TENANT even if the TENANT is still residing on the premises or owes rent.

45. **NON DISPARAGEMENT / REPRESENTATIONS:** BROKER and OWNER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, or other site, effective the date of this agreement. This provision relates to remarks or statements or publications regarding this agreement, or either party's performance under this agreement. If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark/statement or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within two days of said requests. BROKER & OWNER mutually agree that damages for failure to comply with this provision shall be liquidated at two hundred dollars per day for each remark/statement/representation that is disparaging or is not removed within two days of request to remove said remark/statement/representation. BROKER & OWNER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and Texas Constitutions, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. BROKER & OWNER expressly submit to the jurisdiction of the State of Florida and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Escambia, Santa Rosa, Okaloosa & Walton Counties, Florida.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING

*****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.

EXECUTED this _____ day of _____, 20_____.

LANDLORD_____

LANDLORD_____

BROKER: _____
BROKER OR AGENT OF BROKER

Owner Profile Addendum

Managed Property Address: _____

OWNER INFORMATION			
NAME		NAME	
ADDRESS		ADDRESS	
HOME #		HOME #	
WORK#		WORK #	
CELL#		CELL #	
FAX or OTHER #		FAX or OTHER #	
E-MAIL		E-MAIL	

OWNER EMERGENCY CONTACT			
NAME		NAME	
HOME #		HOME #	
WORK#		WORK #	
CELL#		CELL #	
E-MAIL		E-MAIL	

APPLIANCE & PERSONAL PROPERTY INFORMATION				
PLEASE CHECK THE FOLLOWING APPLIANCES OR PERSONAL PROPERTY TO BE INCLUDED IN THE LEASE				
	ITEM	BRAND	MODEL#	SERIAL #
<input type="checkbox"/>	REFRIGERATOR			
<input type="checkbox"/>	STOVE/OVEN			
<input type="checkbox"/>	DISHWASHER			
<input type="checkbox"/>	MICROWAVE			
<input type="checkbox"/>	GARBAGE DISPOSAL			

	WASHER			
	DRYER			
	GARAGE DOOR OPENER			
	GENERATOR			
	SECURITY SYSTEM			
	SPRINKLER SYSTEM	WELL	SEPARATE METER	
	HURRICANE SHUTTERS	PLYWOOD	METAL	OTHER
	HVAC	GAS	ELECTRIC	FILTER SIZE
	WATER HEATER	GAS	ELECTRIC	

HOME WARRANTY INFORMATION

COMPANY		POLICY #	
PHONE #		EXPIRATION DATE	
EMAIL		DEDUCTIBLE	

Please attached a copy of items covered in the home warranty policy (please include all warranty paperwork)

HOME OWNERS ASSOCIATION INFORMATION
--

HOA NAME		MGT COMPANY	
ADDRESS		CONTACT	
		PHONE #	
FEES	MONTHLY	ANNUALLY	FEES PAID FROM RENTAL PROCEEDS

UTILITY/SERVICE INFORMATION

	COMPANY	RESPONSIBLE PARTY				
		O	T			
ELECTRIC				STOVE/OVEN	HEAT	HWH
GAS				STOVE/OVEN	HEAT	HWH

WATER					
CABLE					
SECURITY				CONTACT	
PEST				MONTHLY	QUARTERLY
TERMITE				ANNUAL RENEWAL MONTH	
LAWN				CONTACT	
POOL				CONTACT	
SEPTIC				LAST PUMPED	
HVAC					

MISCELLANEOUS INFORMATION							
	GARAGE REMOTES		BRAND			CODE	
	CEILING FAN REMOTES						
	ENTRANCE GATE REMOTE					CODE	
	SECURITY SYSTEM					CODE	
	FIREPLACE		REMOTE	KEY		LAST CLEANED	
	MAILBOX KEY		MAILBOX #				
	POOL		KEY	PASS		CODE	
	PETS	DOGS	YES	NO	MINIMUM AGE		MAXIMUM WEIGHT
		CATS	YES	NO			

HOW DID YOU LEARN ABOUT OUR COMPANY?			
WEBSITE		TELEVISION	
FRIEND		PHONEBOOK	
NEWSPAPER		BILLBOARD	
RADIO			
REAL ESTATE AGENT	THEIR NAME		

UPMGC CLEANING REQUIREMENTS

You will need to make arrangements to have your trash/ garbage picked up BEFORE you discontinue your service. Remove all personal items & trash from the house & yard, any items remaining in the home will be considered abandoned property & will be removed. You will be charged if we have to haul away items/trash/debris, etc.

- Mow, trim, edge, water the yard, and cut/trim bushes and shrubs until the home is rented.
- Pick up and remove all pet feces in yard and fill in any holes from pets digging.
- Replace A/C filter(s) with correct size, dust filter grill and around A/C closet door.
- Replace batteries in all smoke detectors and carbon monoxide detectors.
- Replace any burnt out or missing light bulbs meeting each light fixture requirements (including interior and exterior light fixtures).
- Clean all light fixtures.
- Clean/dust all ceiling fans; including blades, light globes and housing unit.
- Vacuum & clean inside of all cabinet drawers to remove drawer and shelf liner, crumbs, debris, residue, etc.
- Clean all fronts, drawers, and shelves of all cabinets.
- Pull out the refrigerator, clean behind the unit, clean the outside surfaces & top of refrigerator, clean inside refrigerator & freezer by removing all shelves and drawers to clean and re-install, empty the ice bucket, and leave the refrigerator unplugged with the doors left open.
- Clean dishwasher; pay special attention to the seal around the door area.
- Clean microwave; inside and out.
- Clean range hood/microwave filter and replace light bulb and/or filters if needed.
- Clean stove and oven as per cleaning instructions per your particular oven. Replace burner pans, lift up & clean under burner pans, sides of stove top, pull out drawer and clean floor under stove and clean the sides of the stove. Do not pull out if it is a gas stove. ** Check the cleaning requirements, as they are different for manual clean, self-cleaning & continuous cleaning ovens, do not leave the racks in the oven during the self-cleaning process. On all continuous cleaning ovens NO chemicals are to be used at all.
- Disinfect all bathroom commodes, tubs, showers, glass enclosures, replace worn, soft style or broken toilet seats, clean mirrors, clean light fixtures, and clean exhaust fans.
- Sweep/vacuum, clean and sanitize all tile, wood laminate and/or vinyl flooring.
- Vacuum all carpets thoroughly including edges along baseboards.
- Sweep out garage and shed/workshop and remove spider webs.
- Clean out fireplace, clean glass, dust screen, remove all ashes, wood, etc.
- Wash walls carefully when possible: pay special attention to areas around light switches, hallways, and doorways.

- Clean all baseboards and doors paying special attention if the door has crevices.
- Dust around tops of doorframe.
- Make needed repairs to screens and screen doors.
- Clean all blinds and replace if they are in operable or broken.
- Clean windows, windowsills, tops of windows and window ledge where locks are.
- Dust all plant ledges.
- Clean out lint trap if dryer is being left in the home and clean out washing machine.
- Remove any and all lawn equipment.
- Remove all cleaning chemicals, pesticides, ant killer, fertilizer, toilet brushes, plungers, etc.
- Shut off all lights.
- Lock and secure all windows and doors. Turn in all keys, garage remotes, and misc. remotes to your property manager.

**Any items that are missed or overlooked will require a cleaning company to be sent out to clean and will be billed to your account.



AUTHORIZATION TO FILE EVICTION

Date: _____

I/We, _____ as Owner(s), hereby authorize
_____, as my Property manager to file an eviction against
_____ as TENANT (S) who currently reside in my property
located at

_____ Address
City State Zip County

Owner Owner



Automated Deposit Authorization
(Addendum to Agreement)

Owner Name: _____
Premises: _____

This agreement amends, is incorporated into, and forms a part of the Management Agreement of the above named Owner for the referenced premises.

Timely Payment

All automatic deposits will be initiated for each lease installment period throughout the term of the Lease Agreement. UPMGC is hereby authorized to electronically transmit debits and credits pursuant to the Management Agreement.

Notice of Change

Owner agrees to deliver a written thirty (30) day notice of any account changes or closings. Failure to provide such notice will result in an assessment of \$25.00 immediately payable.

Notice of Cancel

This authorization will remain in effect until you submit thirty (30) days written notice to cancel. Owner shall not be entitled to future discounts created by this authorization

PLEASE ATTACH VOIDED CHECK HERE
CHECKING ACCOUNTS ONLY

Owner, as an authorized signor on the following account, authorizes UNITED PROPERTY MANAGEMENT OF THE GULF COAST, its successors and assigns, and the institution to initiate deposits to the designated bank account for any funds payable to Owner.

Owner Date

Owner Date



SPECIFIC POWER OF ATTORNEY

Landlord/Owner(s), _____ hereinafter Owner(s), hereby grants UNITED PROPERTY MANAGEMENT OF THE GULF COAST Broker or Broker's agent(s) who hold a current, valid real estate Sales persons or Brokers license, hereinafter Agent(s), the specific power of attorney to sign lease(s) and/or lease renewals (unless specifically not authorized by Owner(s) in writing by certified mail at least 60 days prior to any renewal period) on managed or finder fee rental properties on behalf of Owner(s) and thus bind Owner(s) to the terms of the lease agreement(s). Owner(s) agree that they alone own the managed properties and that there are no other undisclosed owners of the properties.

Agent(s) are given the exclusive right to screen and approve or disapprove prospective TENANT (S), to deliver, on Owner's behalf, any default notices to TENANT (S) as may be necessary. Owner(s) warrant 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. Owner(s) agree to indemnify agent(s) in the event that the unit managed is not a legal rental unit or is in violation of any rules, codes, ordinances or laws.

Owner(s) agree to hold Agent(s) harmless for any actions by the TENANT (S), cancellation by the TENANT (S), breach of lease, failure of TENANT (S) to pay any rents or funds due under the terms of the lease agreement or any damages or missing items due to the TENANT (S) and/or TENANT (S) guests.

Property address _____

Owner

Owner

_____/_____/_____
DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS ___ DAY OF ___ 20___ THE ABOVE SIGNATORIES WHO DID NOT TAKE AN OATH AND ARE ___ PERSONALLY KNOWN TO ME OR ___ PRODUCED THE FOLLOWING FORM OF ID _____

NOTARY PUBLIC SIGNATURE

(SEAL HERE)

PRINTED NAME

COMMISSION # _____ COMMISSION EXPIRATION DATE ___/___/___



SOLVENCY STATEMENT

Date _____ / _____ / _____

I/we _____ hereinafter "Owner" of the property located at:

hereby state and affirm that all bills and money due on the premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home.

Owner agrees that in the event any dispute arises between a tenant and the Owner or agent as a result of Owner's failure to make any payments relative to the premises, Owner agrees to completely indemnify and hold harmless broker, agent, property managers, their employees, and assigns hereinafter "Broker" for any and all damages or litigation which may arise out of Owner's actions or inactions. Owner understands that a tenant has a right to peaceful quiet enjoyment of the premises and if Owner fails to keep all payments current, a tenant may have a right to withhold rent, break the lease agreement or hold Owner or agent liable for any damages they suffer as a result of Owner's failure to keep all payments current.

Owner gives Broker full authority to cease the management of the premises and hold Owner liable for any damages or amounts due under the management agreement if Owner misrepresents any information or fails to abide by this agreement and keep all payments current.

OWNER

OWNER

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Business name, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶-----

Legal Address: number, street, and apt. or suite no.

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ()

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□ □ □ - □ □ - □ □ □ □

OR

Employer identification number

□ □ - □ □ □ □ □ □ □ □

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am an U.S. person (including an U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ▶

Date ▶