



Red Fox Realty Inc.
9140 Golfside Dr., Suite 2N, Jacksonville, FL 32256

Property Management Agreement

This exclusive rental management AGREEMENT entered into this _____ day of _____ 20__ by and between _____ hereinafter called OWNER and Red Fox Realty, Inc., hereinafter called AGENT. The street address of the rental property is:

_____ For and in consideration of the covenants and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties herein agree as follows:

This Agreement shall be binding upon the parties, successors, estate and assigns and shall remain in force and effect until termination pursuant to the terms of this Agreement. The recitals above are true and correct, and part of this Agreement as set forth below.

1. EMPLOYMENT: The Owner hereby employs Red Fox Realty, its agents, successors, and assigns as its exclusive authorized agent to lease, rent, operate, and manage the real property as described in Exhibit A. The initial term of this agreement shall be for a period of 90 days. Owner may terminate in writing with a 30 day notice prior to the expiration of the effective date of the agreement as listed in the first line of this agreement. Cancellation prior to the initial 90 day period may be accomplished by the owner with the payment of \$500.00 to Red Fox Realty. In the event the term of the lease so negotiated exceeds the term of this agreement, this agreement shall automatically be extended to include the term of the lease so negotiated and any renewals thereof.

2. LEASING: Agent is authorized to advertise and utilize all professional methods to secure and qualify tenants; to execute leases and renewals; to terminate tenancies and to sign and service for the Owner in such matters relating to efficient property management; to institute legal actions in the name of the Owner to evict tenants when necessary. Such legal action to enforce the provision of the lease will be at the Owners expense. Any such expenses, if not otherwise collected by Agent shall be deducted from future rents. 3. RENTS: Agent is authorized to collect and disburse rents, security deposits, and other such funds. Disbursement of rents will be in accordance with Owners requirements. Agent shall not be liable for any loss suffered by the Owner as a result of refusal of a tenant to pay rent or from the negligence of a tenant. Owner agrees for manager to require releases in writing from all parties in the event of a controversy before dispersing escrow trust funds.

3. DEPOSITS: Red Fox Realty shall comply with all applicable laws in handling of security deposits given by tenants when placed under a lease of the Property. However, in the event a prospective tenant places a good faith or other holding deposit with Red Fox Realty (which is not a security deposit) and fails to take possession of the Property, said deposit (or portion, if retained) shall be disbursed fifty percent (50%) to Owner and fifty percent (50%) to Red Fox Realty. Red Fox Realty retains the sole and exclusive right to refund any portion (or all) of a prospective tenant holding deposit upon the advice of Red Fox Realty's legal counsel and Owner shall defer to Red Fox Realty's decision to (or not to) refund any portion of a prospective tenant holding deposit and hereby agrees to hold Red Fox Realty harmless for same.

4. MAINTENANCE: Agent is authorized to employ, supervise and discharge all labor required for the operation and maintenance of the property. Such authorized repairs shall not exceed Two Hundred Fifty Dollars (\$250.00) in any given month, except emergency repairs, and shall be deducted from the Owners

account Red Fox Realty shall incur no liability for repairs ordered by the Agent, which in the exercise of reasonable judgment are necessary to the proper care and maintenance of the property and to maintain the habitability of the property.. Owner will provide Red Fox Realty with copies of any service contracts or warranties that exist, if any. If no Warranties or Service Contracts are received, manager shall assume none exist and shall not later be held liable for repairs made that may have been under warranties or service agreement. If Red Fox Realty cannot accomplish repairs in a timely manner per Florida Statutes Owner agrees to permit Red Fox Realty to contact other vendors to complete work. Owner must give prior consent to repair in writing for any repairs exceeding \$250.00. If Owner has selected, and made arrangements with a third party, Owner agrees that they shall pay third party directly and shall indemnify and hold Red Fox Realty harmless for payment of same.

5. FEES: Owner agrees to pay Red Fox realty a Tenant Procurement Fee of ½ (50%) of the first full monthly rental (30 days) for each new tenant procured and new lease signed, however, no more than one Tenant Procurement Fee per year. No tenant procurement fee for the same tenant who renews their lease will be charged. Thereafter, a 10% Management Fee of the gross rent received, with a minimum of \$60 per month, will be required. Owner agrees to pay Red Fox Realty for each new lease written or for the renewal of any existing lease a fee of twenty five percent (25%) of one property listed with an existing tenant full month's rent (the "Signing Fee"). In addition, Agent may collect from tenants all or any of the following which need not be accounted for to the Owner: returned check charges, late fees, and application fees, Screening Fees, Notice fees or Pet Application Fees . There is no Management Fee charged when the property is vacant. Red Fox Realty will collect and retain all proceeds from the following: tenant worthless check charges, tenant late payment fees, tenant application and screening fees, pet application fees and notice charge fees. All mentioned fees are reasonable compensation for Red Fox Realty's time and effort in collection, and Red Fox Realty shall not account to Owner for such charges, commissions, or fees. The portion of rent collected to be sent to Owner after Commissions and any other deductions allowed is the "Rent Proceeds." Red Fox Realty shall use due diligence in processing and forwarding Rent Proceeds to Owner via (ACH) or other mutually agreeable delivery mode. Red Fox Realty shall ensure rent proceeds are made available for deposit no later than the 1st of the month following collection of rents unless the first falls on a Saturday, Sunday or legal holiday then payments will be made by the first business day thereafter.

6. SALES AGREEMENT: There is no requirement to use Red Fox Realty to list the home for sale. Should the owner decide to employ Red Fox Realty for the sale of the property to the existing tenant and no advertising is involved, the Owner agrees to pay Red Fox Realty a reasonable fee of 3% of the selling price. If the Owner wishes Red Fox Realty, Inc. to market the property to procure a buyer there will be a fee of 5% of the selling price. Should owner decide to employ any other real estate company to sell home owner will notify Red Fox Realty within 10 days of forming such intent to sell. Such notice shall not be a termination notice but shall put Red Fox Realty on notice of Owner's intention to sell. Owner agrees to keep Red Fox realty apprised of the progress of any prospective sale of the Property and to notify Red Fox Realty in the event Owner no longer has intent to sell. Should owner or agent of choice sell to tenant provided by Red Fox Realty, owner or agent of choice, agrees to pay Red Fox Realty a reasonable fee of 3% of the selling price.

7. CONTINUITY: After the initial term of this rental agreement, Owner authorizes Agent to continue leasing and/or re-leasing said property and act as Agent unless notified in writing thirty (30) days prior to the expiration of any lease or rental agreement.

8. TERMINATION: This agreement may be terminated, in writing, by notice of either party during any period when the house is unoccupied by tenants after the initial 90 day listing period; or by payment in advance of a termination fee of \$500.00 This management agreement automatically extends through the period of any lease signed on this property. Owner agrees to pay commissions until the lease terminates.

9. LIABILITY: Owner agrees to indemnify and hold Agent harmless from any liability of any nature in connection with the property and Agent's management of the property. Agent assumes no responsibility for damage or theft of personal property or managed real property.

10. CONSEQUENCES OF TERMINATION: In the event of any termination hereof, Red Fox Realty shall continue to receive the rental commission set forth herein as long as the tenant(s) placed on the property by Red Fox Realty shall remain in the unit. In the even the Property is sold to anyone other than the tenant, the Owner agrees to pay Red Fox Realty a fee of 10% of the monthly rent amount for each month for the balance of the existing tenant lease agreement, unless the new owner agrees in writing to assume this agreement and honor (and does honor) the balance of the existing tenant lease agreement. Red Fox Realty reserves the right to terminate this agreement with thirty (30) days written notice to Owner at any time, or, immediately with written or verbal notice if in the opinion of Red Fox Realty's legal counsel, Owner's actions or inactions are illegal, improper or jeopardize the safety or welfare of any tenants or other persons, or if Owner makes any communication or takes any action that is reasonably understood to harm the goodwill, business or reputation of Red Fox Realty.

11. PAYMENTS: Red Fox Realty shall render Owner a statement monthly showing all funds collected and disbursements made there from. Net proceeds, after deduction of fees and expenses, shall be paid to Owner on a monthly basis.

12. EVICTION: Owner agrees to pay attorney's fee and court costs should it become necessary to evict a tenant, collect delinquent funds, or litigate any matter involving the management of said property.

13. INDEMINFICATION: Owner certifies to the best of Owner's knowledge this property has no evidences of radon gas, lead paint or urea formaldehyde foam at this time and none has been removed from this property. Owner hereby agrees to indemnify Agent of responsibility.

Owner will indemnify, defend and hold Red Fox Realty, its directors, officers, agents, servants and employees (each, an "Indemnitee") harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including attorneys' fees and court costs (collectively "Claims"), to which an Indemnitee may become liable or subject to by reason of or arising out of: (i) the negligence, performance or nonperformance of the Owner of its duties and activities within the scope of this Agreement; (ii) the performance or nonperformance of an Indemnitee of its duties and activities within the scope of this Agreement; and (iii) any such Claims arising from any action or activity on, or the condition of, the Property, including if such activity or condition is the result of a tenant's act or failure to act in any manner, but except if and to the extent caused by or arising out of an Indemnitee's gross negligence or willful misconduct.

14. RESTRICTIONS: Red Fox Realty, Inc. does NOT permit any German Shepherds, Dobermans, Pit Bulls, Chows, or Rottweilers in any of its leased units. Owner is required to present insurance documents with a more extensive list of breeds not permitted or documents stating otherwise.

15. MANAGEMENT RESPONSIBILITIES: To use due diligence in the management of the premises and to furnish the services of Red Fox Realty for the renting, leasing, operating, and managing of the herein described premises. Red Fox Realty does not guarantee the payment of rentals by the tenant, but will make every reasonable effort to collect same when and as they become due. Manager shall not be held monetarily responsible for its inability to collect rents. Red Fox Realty shall not be held responsible for any expenses incurred for legal action involved in the collection of rents and/or the eviction of any tenant and/or damages incurred to the property. Owner hereby authorizes manager to employ collection agencies to assist in the collection of any outstanding tenant debt due.

Owners Initials

Owners Initials

Red Fox Realty shall render monthly statements of receipt, expenses and charges and to remit to OWNER receipts less disbursement. In the event the disbursement shall be in excess of the rents collected, the OWNER hereby agrees to pay such excess promptly upon demand by Red Fox Realty. If in Red Fox Realty's sole discretionary judgment, 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 Managers compensation) thereafter and for which current income will not or may not be adequate, Red Fox Realty may do so. It is

expressly agreed that nothing herein contained shall be construed as requiring Red Fox Realty to advance any of its own moneys for any purpose whatsoever. Interest shall accrue Red Fox Realty for any and all balances outstanding beyond a 30 day period after billing to be paid by OWNER at the rate of 4% per month. In the event of a breach of this agreement on the part of the OWNER, Red Fox Realty may accelerate all fees due through the balance of the agreement.

Red Fox Realty will provide an monthly and annual statements of income and expenses for the property subject to this agreement. Red Fox Realty will provide a 1099 as required by law.

Red Fox Realty will not be held liable in the event of a 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 both Red Fox Realty's bank AND the tenant's bank. If funds have been disbursed to owner and Red Fox Realty receives a check they are unable to cash the Owner agrees to reimburse Red Fox Realty within (10) business days.

Red Fox Realty may, at the company's option, immediately terminate this agreement if the rental property is condemned or destroyed or substantially destroyed by fire, casualty or other act of destruction or a petition for bankruptcy is filed by the Owner or a foreclosure is filed against the rental property and the owner by the Owners mortgage holder or: if Owner fails to comply with any ordinance, law, rule, order or regulation by any federal state or local government agency, authority or official claiming to have jurisdiction with respect to the rental of the premises. In the event of foreclosure Red Fox Realty shall be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected: and (2) freeze all owners funds on account for the express purpose of negotiating and settling any claim the rental tenants may have (if any) during their statute of limitations as a result of the property going into foreclosure. Red Fox realty may, at its option terminate this agreement by written notice to Owner, if in the opinion of Red Fox realty, Owners actions or inaction's are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons.

16. Owner Duties and Covenants.

(a) Utilities. Owner agrees to maintain all utilities (with the exclusion of telephone and Internet service) in their name and be responsible for such charges during the vacancy of the Property. Under no circumstances shall Owner cause the termination of any utilities, whether the Property is occupied or not, and Owner agrees to indemnify Red Fox Realty for any damages or litigation fees/cost incurred by Red Fox Realty if Owner improperly terminates any utility service.

(b) Additional Owner Duties.

(i) Owner agrees Red Fox Realty shall not be responsible for nonpayment of, or theft of, any utility service by tenant(s).

(ii) Owner agrees to pay for all advertising of the Property for rent other than that which Red Fox Realty and Owner may agree upon in writing.

(c) Lawn Care; Pool and Portable Spa Care and Responsibilities. For Property which has a lawn and/or a pool, the following shall apply:

(i) Owner shall maintain a regular lawn mowing when the Property is vacant and maintain preventive service to include fertilization and pest control at all times. Red Fox Realty assumes no liability for conditions or any destruction of any beds, lawn, shrubs, trees or flowering plants or lack of watering. Lawns, shrubs and trimming of trees shall be maintained reasonably to neighborhood standards, pursuant to any homeowner association regulations and in accord with ordinances of the local municipality or county, as applicable.

(ii) If the Property has a pool, Owner shall engage a pool maintenance contract for water (chlorine) treatment, cleaning and pump/filter maintenance and repair. Pools shall not have diving board or slides. Pools and portable spas (a/k/a “hot tubs”) shall be properly constructed and shall be operated pursuant to all laws including Chapter 515, *Florida Statutes*, which provide, in pertinent part, residential swimming pool barrier requirements and portable spa cover requirements. Owner must provide that portable spas must have with a safety cover that complies with ASTM F1346-91 (Standard Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs). **Red Fox Realty has no duty to maintain or fence any pool, or maintain or cover any portable spa, and Red Fox Realty shall not be responsible under this Agreement for any damage to any property, or injury or death to any person, as a result of any lack of maintenance or security of any pool or portable spa or for Owner’s or any tenant’s failure to abide by any law or regulation regarding safety or care of any residential pool or portable spa.**

(d) General Condition of Property. Owner agrees to turn over the Property to Red Fox Realty in acceptable move-in condition with carpets professionally cleaned, upon which the tenant will be required under its lease of the Property to return the Property in the same condition with the exception of normal wear and tear. Upon termination of the tenant lease, the carpets will be professionally cleaned, and tenant damage will be repaired, all of which will be charged to the tenant and, to the extent available, obtained from the tenant’s Security Deposit, as allowed by law.

(e) Keys. Owner agrees to bear the cost of re-keying each door to the premises. Upon termination of tenant lease, all locks will be changed and a re-key charge will be obtained from the tenant’s Security Deposit, as available. Owner will provide Red Fox Realty three (3) sets of keys to the Property (and (2) postal keys, if applicable) or bear expense of having the required number of keys made.

(f) Eviction and Other Tenant Legal Proceedings. For and during the Term, Owner assigns to Red Fox Realty its rights under Chapter 83, *Florida Statutes*, appointing Red Fox Realty to act in place of Owner (“Landlord” or “Lessor”) for purposes of enforcement of provisions of Chapter 83, *Florida Statutes*, in actions for possession (eviction), the recovery of damages for unpaid rent and retainer of security deposits, and for any other related causes, including suit for attorneys’ fees and costs of such Owner/tenant actions. In addition to the above, Owner hereby similarly assigns its rights, if any, to Red Fox Realty for the recovery of any worthless check written by a tenant. Red Fox Realty shall, in its discretion, proceed with any civil action or file any criminal complaint against tenant, in its discretion and as allowed by law.

Owner agrees to pay the reasonable attorneys’ fees and court costs should it become necessary to evict a tenant or litigate any matter involving collection of rent or worthless checks or the management of the Property. Costs and Attorneys Fees to evict and/or sue tenant(s) for unpaid rent or to recover on a worthless check shall be paid by Owner in advance and Owner agrees to hold Red Fox Realty harmless for same.

In any legal proceedings where Red Fox Realty acts on behalf of Owner, Red Fox Realty will diligently seek a judgment for attorneys’ fees and costs, if and as allowed by law. To the extent Red Fox Realty recovers any such fees or costs; it shall refund same to Owner upon collection. If a judgment for fees is obtained (but no payment therefor is voluntarily made by the defendant) Owner may pursue collection on the judgment and Red Fox Realty shall have no duty to collect.

(g) Collections. Owner agrees that Red Fox Realty is not a collection agency for any unpaid balance by tenant. Red Fox Realty shall only furnish certain tenant data to Owner or its collection agent pursuant to and as limited by applicable law.

(h) Worthless Check Reimbursement. If, for a given rental period, Red Fox Realty forwards Rent Proceeds to Owner and it is later discovered that the tenant paid with a worthless (“NSF”) check, and the tenant does not make good the NSF check to Red Fox Realty within seven (7) days, Owner will promptly reimburse to Red Fox Realty the applicable Rent Proceeds.

(i) Military Clause. Owner agrees that Red Fox Realty has a “Military Clause” in the tenant lease agreement allowing termination of a tenant lease due to military transfer under conditions set forth therein. Owner acknowledges that it has reviewed the Military Clause and agrees to abide by the terms set forth therein.

(j) Leasing Agent. Owner has reviewed Red Fox Realty’s standard tenant lease attached hereto as Exhibit B and hereby appoints Red Fox Realty the authority and agrees to delegate the responsibility of executing all tenant leases, whether in the standard lease form or if in a form not substantially differing. Owner further agrees that the tenant lease agreement is a legally binding instrument of conveyance granting certain possessory rights in the Property to tenant which shall not be broken by Owner without the knowledge and written consent of all parties, or as allowed by applicable law. The parties understand and acknowledge that a tenant lease may be terminated pursuant to certain provisions of Chapter 83, *Florida Statutes*. **Owner agrees that it will take no action against tenant’s possessory rights or conduct any “self help” (e.g. cutting off utilities, changing locks, etc.) to wrongfully evict tenant that is in possession of the Property under a tenant lease agreement.** Owner further acknowledges that it is aware that possession of Property may only be recovered by methods provided for within Chapter 83, *Florida Statutes*.

(k) Direct Contact with Tenant(s). Except in the case of emergencies concerning catastrophic damage to the Property or the potentiality of serious bodily harm to persons, **Owner agrees not to contact a tenant without the prior knowledge and written consent of Red Fox Realty.**

(l) Mold. Owner understands and agrees that mold can be extremely dangerous to the health of the tenant or any guests they may have. Owner further agrees that Red Fox Realty is not an expert in this area and will seek a professional opinion in its discretion. If it is the opinion of a professional mold inspector and the opinion of our legal counsel that you take certain steps necessary to have the property evaluated, tested, and/or such matters remedied, Owner hereby agrees to perform same at no cost to Red Fox Realty. Owner understands and agrees that a tenant may withhold rent, call code enforcement or governmental authorities, possibly attempt to deal with the mold themselves, break the lease and/or hold Owner liable for damages or sue you if the situation is not corrected. It is important that Owner responds to Red Fox Realty immediately when notified of possible mold/mildew.

(m) Property Mortgage. If the Property is subject to a mortgage, Owner is hereby advised to pay at least one (1) mortgage payment in advance. Owner shall pay direct to the mortgagee or the taxing authority any mortgage payment or taxes. Owner agrees to notify Red Fox Realty in the event Mortgage payments are in arrears or delinquent or if notified by lender, taxing authorities, Condominium or Homeowner Association of pending legal action.

(n) Community Associations and Governing Documents. Owner agrees to furnish a copy of the Declaration of Condominium (or Declaration of Homeowners Association Covenants and Restrictions, as applicable), By-Laws and Rules & Regulations (collectively, the “Governing Documents”) pertaining to the community association during execution of agreement and shall pay direct any community association fees. Owner shall keep all such fees current. If any Claim of Lien is recorded on the Property by a community association, Owner agrees to pay the amount required to satisfy the lien within twenty (20) days of Owner obtaining notice of such Claim of Lien. If none are delivered, Red Fox Realty assumes none exist and will forward all violation reports to Owner. Red Fox Realty shall provide tenant with a copy of all Governing Documents and obtain a receipt of delivery of the Governing Documents from tenant. Owner consents that Red Fox Realty may deliver the Governing Documents in any available electronic form to tenant. Owner will notify Red Fox

Realty upon receipt of any notices, outstanding charges, fees or outstanding monies owed against properties.

(o) Authority to Approve Tenant. Owner hereby grants Red Fox Realty the exclusive authority, but not a duty, to screen and approve (or disapprove) prospective tenant(s), to deliver, on Owner's behalf, any default notices, or other legal notice or legal process, to tenant(s) as may be necessary. Prospective tenant(s) may be scrutinized as necessary and lawful, in Red Fox Realty's discretion, based on income, credit worthiness, prior eviction records, and background check through a third party credit service. Owner acknowledges that some data may be unobtainable, located within other states or countries, or otherwise too difficult or burdensome for Red Fox Realty to obtain. Red Fox Realty's failure to detect or to obtain information on any aspect or criteria for which tenant may be lawfully scrutinized shall not constitute a breach of this Agreement or the negligent performance of Red Fox Realty's obligations hereunder.

(p) Insurance. Owner shall maintain hazard insurance with extended risk coverage on the property for its full insurable value and liability in connection therewith in the amount of One Hundred Thousand Dollars (\$100,000.00) or more and shall name Agent as an additional insured under such policies. Within 30 days hereof Owner shall deliver to Agent a certificate of such insurance.

17. **CONDUMINIUM or HOME OWNERS ASSOCIATIONS:** In the event the rental premises are subject to the rules, regulations, covenants and restrictions of a condominium or home owners association the OWNER shall be responsible for payment of any recreation, land, and/or other fees, fines levied by the association , or assessments. If Red Fox realty is notified by the condominium or home owners association or home owners association of any fee as outlined above, then Red Fox Realty is hereby directed by Owner to pay such association fees, fines, etc. from rental proceeds collected and OWNER agrees to indemnify Red Fox Realty for payment of same. Owner agrees that red Fox Realty is in no way liable for the payment of any fees, fines or assessments.

18. **NOTICES:** All notices, demands, consents and reports provided for in this Agreement shall be in writing and shall be given by one party to the other at the address set forth below or at such other address as they individually may specify thereafter in writing. Notice by one party is effectively delivered when actually physically received by the other party. However, the parties agree that refusal to accept certified letters or overnight deliveries from one another constitutes delivery of any notice herein, regardless of content. Owner expressly agrees, within twenty (20) days of change of address to advise Red Fox Realty in writing of any change of address. Remittance of proceeds and statements from manager shall only be sent to Owners last written notification of change of address.

Notices shall be sent to:

If to Red Fox Realty:
Red Fox Realty, Inc.
9140 Golfside Dr.

If to Owner:

Suite 2N
Jacksonville, FL 32256

EMAIL: the parties agree that communication to one another via electronic mail (email) shall be satisfactory for routine matters but shall not be utilized for notices required to be given hereunder. Notification via EMAIL shall be directed to the following address:

For Red Fox Realty: info@redfoxrealty.net

For Owner:

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place ANY restrictions on your property based on a prospective tenant(s) racial, religion, handicap, sex, national origin or familial status. FEDERAL and STATE LAWS prohibit us from placing ANY such restrictions on the properties we handle for rent.

19. SPECIAL CONDITIONS:

| | | | | | |
|-------------------------------------|------------------|---|-----------|---|---------------------|
| Length of Lease: | 7 months | , | One Year | , | Other |
| Security Deposit Required: | One Month's Rent | , | Other | | |
| Length of time property available: | One Year | , | Two Years | , | Other |
| Pets allowed with owner's approval: | Yes | , | No | , | Special Conditions: |
| Utilities Included in rental: | Electricity | | Water | | Garbage |

20. **Limitation of Liability Under Agreement and Leases.** In addition and subject to any other limitations of liability set forth herein, the liability of Red Fox Realty hereunder shall be limited to a sum equal to one half (1/2) of the Commission paid under this Agreement. No partner, director, officer, agent, servant, employee, broker, shareholder, representative or affiliate shall have any personal liability for the obligations and liabilities of Red Fox Realty under this Agreement. As a result, Red Fox Realty's liability with respect to any particular tenant lease agreement, lease renewal, extension or modification transaction shall not exceed the total amount of one half (1/2) of the Commission paid to Red Fox Realty hereunder with respect to such transaction.

(A) **Limitation of Liability for Property Damage.** Red Fox Realty assumes and shall bear no responsibility for damage, theft or vandalism of the Property or of Owner's personal property upon or within the Property. Red Fox Realty assumes and shall have no liability whatsoever for any acts or omissions of Owner, tenants, invitees, guests or trespassers on the Property, or by previous or other property managers. Red Fox Realty assumes no liability for previous, present or later-discovered environmental conditions or conditions regarding hazardous waste, habitability, or other matters affecting the Property and its condition, which may occur or become known.

(B) **Governing Law and Dispute Resolution.** This Agreement shall be governed by the laws of the State of Florida applicable to agreements to be performed wholly in the State. The federal and State courts of Duval County, Florida shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of, or be brought in connection with or by reason of, this Agreement. *Provided however, as a condition precedent to filing of any lawsuit by one party against the other to enforce the terms hereof or related to this Agreement,* the parties shall make a good faith effort to mediate any claim(s) that may arise hereunder. Mediation shall be at each party's own expense, in-person, before a certified Circuit Civil Mediator in Duval County, Florida. Notwithstanding anything above to the contrary, no party shall be required to first mediate if the complaining party seeks solely injunctive relief and the attorneys' fees and costs associated therewith.

(C) Severability. In the event any provision(s) hereof shall be determined invalid or unenforceable under applicable law, such provision(s) shall to the extent possible, be construed or applied in such manner as will permit enforcement; otherwise this Agreement shall be construed as though such provision(s) had never been made a part hereof.

(D) Relationship of the Parties. Each party is acting as an independent contractor of the other under this Agreement and the parties shall not at any time be deemed an employee, agent, joint venturer or partner of one another. Except as expressly set forth herein, neither party is authorized to bind or hold itself out as an agent of the other.

(E) Cooperating Brokers. Red Fox Realty is authorized and empowered to engage any other realtor, broker or agent under or in connection with this Agreement without the prior specific approval of Owner, and Red Fox Realty agrees to cooperate with other realtors, brokers, or agents in endeavoring to obtain offers for the lease of the Property. Notwithstanding the involvement of a realtor, broker or agent cooperating with or claiming under Red Fox Realty (a "Cooperating Broker"), the amount of the Commission provided to be paid hereunder by Owner shall constitute the entire amount which, in the absence of an express written agreement of Owner to the contrary, Owner shall be obligated to pay to Red Fox Realty and Owner shall have no obligation or liability for the payment of any commission or fee to any Cooperating Broker, any such commission or fee being the sole obligation and liability of Red Fox Realty. Owner shall not enter into any agreement for the payment of a commission to a Cooperating Broker (for which Red Fox Realty would be responsible) without the prior written consent of Red Fox Realty.

(1) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

(2) Benefit. This Agreement is solely for the benefit of the Owner and the Red Fox Realty. No person shall be deemed a third party beneficiary of this Agreement.

(3) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS.

21. AMENDMENTS. Except as otherwise herein provided, any and all amendments, additions or deletions to this Agreement shall be null and void unless approved by each of the parties in a signed writing.

22. COMPLETE AGREEMENT. This Agreement and any Exhibit A attached hereto which further describes the Property and which by this reference is made a part hereof, supersedes all communications and discussions between the parties (whether prior or contemporaneous), constitutes the entire Agreement between the parties with respect to the activities referenced herein and supersedes and takes the place of any and all previous management and leasing agreements entered into between the parties hereto relating to the Property covered by this Agreement.

(d) Survival. The following provisions shall survive the termination of this Agreement for any reason: 3; 6; 10; 13; 16; 18; 20; 22 together with such other provisions of this Agreement that by their terms or meaning are intended to survive or which reasonably should survive.

23. PAYMENTS. Any payment due from one party to the other under this Agreement shall be due and payable ten (10) days following demand therefor, and failure to make such payments shall constitute a default under this Agreement. However, no demand made by a party prior the end of any period of time for a payment which is expressly provided in this Agreement shall trigger the ten (10) day default period set forth by the preceding sentence. *By way of example only*, a demand made for Rent Proceeds delivered by Owner to Red Fox Realty prior to the expiration of ten (10) days after Rent for a given period is collected, *shall not* trigger the ten (10) day default period above – such demand *would* be effective to trigger default only if made after the expiration of the ten (10) day period described in Section 5 above. Delinquent payments hereunder shall earn interest at the rate of one percent (4%) per month from the date due until paid to Red Fox Realty. **TIME IS OF THE ESSENCE OF ALL PAYMENTS DUE HEREUNDER.**

 Owner (Signature) SSN#

 Owner (Signature) SSN#

 Owner's Mailing Address

 Primary Phone Day Phone Night Phone

Owner's Email Address

INSURANCE: _____
Company Policy #

Agent Agent Ph #

 Property Manager or Authorized Personnel
 Red Fox Realty, Inc.

EXHIBIT A

The Property described herein below is incorporated in as the "Property" to that certain Exclusive Rental Management Agreement dated _____, 2013 by and between Red Fox Realty Property Management, Inc., as "Red Fox Realty" and _____, as "Owner."

PROPERTY IDENTIFICATION: _____

The Property address is:

County Parcel ID Number (if available): ID as above _____

The following addendums are made a part of this agreement: W-9 Form, ACH Form.

Known water hazards on or adjacent to the Property include [*check all that apply*]:

PORTABLE SPA

POOL *In Ground* *Above Ground*

LAKE *On Property* *Adjacent or Nearby Property*

RETENTION POND OR BORROW PIT

On Property *Adjacent or Nearby Property*

Number of Sets of Keys received: _____

TENANT LEASE TERMS:

Length of Lease ___ 12 Mo _____ Rent _____

Deposit _____ Pets ___ TBD ___ Yes ___ No

Red Fox Realty
Special Instructions

Special Instructions:

A.) Yard & Lawn

1. The property owner hereby agrees that they will provide OR ask Red Fox Realty to provide a professional lawn service company to cut, mow, and edge the lawn at the owner's expense during tenancy. _____ YES or _____ NO
2. The property owner hereby agrees that they will provide lawn service during the time the property is vacant _____ YES or _____ NO
3. The property owner requests Red Fox Realty to provide a professional lawn service company to cut, mow and edge the lawn during vacancy. _____ YES or _____ NO
4. The property owner hereby agrees that they will provide OR ask Red Fox Realty to provide a professional lawn service to fertilize and chemically treat the lawn at the property owner's expense. _____ YES or _____ NO

B. Swimming Pool/Hot Tub Service:

1. The property owner hereby agrees that they will provide or ask Red Fox Realty to provide a professional pool service to maintain the swimming pool/hot tub, (including chemicals, cleaning and repairs) at the property owner's expense. _____ YES or _____ NO
Company name and phone # _____

C. Pest Control

1. The property owner hereby agrees that they will provide OR ask Red Fox Realty to provide a professional pest control service to treat the "**Exterior**", the lawn at regular intervals, at the property owners expense. _____ YES or _____ NO
2. The property owner hereby agrees that they will provide OR ask Red Fox Realty to provide a professional pest control service to treat the "**INTERIOR**" of the property at regular intervals, at the property owner's expense. _____ YES or _____ NO

D. Keys and Remotes

1. Number of Keys turned over to Manger _____
2. Number of Garage Remotes given to Manager _____
3. Number of Mail Box Keys given to Manager _____ Mail Box # is _____

I/We the property owners de hereby acknowledge the information herein to be accurate to the best of my/our knowledge.

Property Owner Signature

Date

I/We the property owners de hereby acknowledge the information herein to be accurate to the best of my/our knowledge.

Property Owner Signature

Date

Red Fox Realty

Property Information

| | | | |
|-----------------------|--|-------------------------|--|
| Single Family Home | | HUD | |
| Condo Down | | Smoke Detectors | |
| Condo Up | | Microwave | |
| Condo w/ Loft | | Dishwasher | |
| Duplex | | Disposal | |
| Mobile Home | | Refrigerator | |
| Patio Home | | Range - Gas | |
| Town Home | | Range- Electric | |
| # of Bedrooms _____ | | Patio | |
| # of Baths _____ | | Pets Indoors OK | |
| # of ½ Baths _____ | | Pets Outdoors OK | |
| Front Porch | | NO PETS | |
| Back Porch | | Waterfront | |
| Screened Porch | | Den | |
| Glassed In Porch | | Living Rm | |
| Blinds _____ | | Dining Rm | |
| Curtains | | Florida Rm | |
| Carpet Age _____ | | Great Rm | |
| Hardwood Floors | | Kitchen | |
| Tile Floors | | Eat-In Kitchen | |
| Vinyl Floors | | Laundry Rm | |
| Parquet Floors | | Bonus Rm | |
| Vaulted Ceilings | | LR/DR Combo | |
| Tray Ceilings | | Security System | |
| Carport | | Storage Shed | |
| One Car Garage | | Spacious Closets | |
| Two Car Garage | | Above Ground Pool | |
| BBQ Pit | | In Ground Pool | |
| Concrete Block Const. | | W/D Included | |
| Stucco Construction | | W/D Hookups | |
| Vinyl Construction | | Water heater - Electric | |
| Alum Siding | | Water Heater - Gas | |
| Deck | | Jacuzzi | |
| Brick Construction | | Utility Rm | |
| Wood Construction | | Fireplace | |
| Ceiling Fans | | Central HVAC | |
| Septic | | Drinking Water-Well | |
| Lawn Well & Pump | | Drinking Water - City | |
| Cul-De-Sac | | _____ | |
| _____ | | _____ | |

Special Requests by Owner:

Red Fox Realty
Asset Information

ASSET: Range Refrigerator HVAC Dishwasher Water Softener Other: _____
Brand: _____ Model # _____
Serial # _____ Service Contract Expiration Date: _____
Warranty Info: _____

ASSET: Range Refrigerator HVAC Dishwasher Water Softener Other: _____
Brand: _____ Model # _____
Serial # _____ Service Contract Expiration Date: _____
Warranty Info: _____

ASSET: Range Refrigerator HVAC Dishwasher Water Softener Other: _____
Brand: _____ Model # _____
Serial # _____ Service Contract Expiration Date: _____
Warranty Info: _____

ASSET: Range Refrigerator HVAC Dishwasher Water Softener Other: _____
Brand: _____ Model # _____
Serial # _____ Service Contract Expiration Date: _____
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ASSET: Range Refrigerator HVAC Dishwasher Water Softener Other: _____
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Serial # _____ Service Contract Expiration Date: _____
Warranty Info: _____

ASSET: Range Refrigerator HVAC Dishwasher Water Softener Other: _____
Brand: _____ Model # _____
Serial # _____ Service Contract Expiration Date: _____
Warranty Info: _____

Red Fox Realty

Lead-Based Paint Disclosure Form Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead-poisoning prevention.

Lessor's Disclosure (initial)

_____(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing. (explain)

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____(b) Records and reports available to the lessor (check one below):

Lessor has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial) _____(c) Lessee has received copies of all information listed above.

_____(d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*

Agent's Acknowledgment (initial)

_____(e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

| | | | | | | |
|----------------|-------|--------------|------|-----------------------------------|----------------|--------------|
| ASSET: | Range | Refrigerator | HVAC | Dishwasher | Water Softener | Other: _____ |
| Brand: | _____ | | | Model # | _____ | |
| Serial # | _____ | | | Service Contract Expiration Date: | _____ | |
| Warranty Info: | _____ | | | | | |

Agent

Date

Authorization to Property Manager

My name is _____, and I am the landlord for the property located at the following address:

My property manager's name is Lawrence D. Bennett of Red Fox Realty.

My property manager is responsible for the renting, maintenance, and collection of rent for the above for the above described residential property.

I hereby authorize my property manager to complete, sign, and file the pleadings necessary to evict a tenant for nonpayment of rent. I understand that my property manager cannot seek to recover past due rent on my behalf.

Landlord and Plaintiff