

This AGREEMENT entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2008 by and between \_\_\_\_\_\_ hereinafter called OWNER and Red Fox Realty, Inc., hereinafter called AGENT.

For and in consideration of the covenants herein made the parties hereby agree as follows:

1. EMPLOYMENT: The Owner hereby employs Agent as its exclusive authorized agent to lease, rent, operate, and manage the real property located at \_\_\_\_\_\_\_\_ in the City of \_\_\_\_\_\_\_, County of \_\_\_\_\_\_, County of \_\_\_\_\_\_, Florida at the monthly rate of \$\_\_\_\_\_\_ dollars per month. Agent is given permission to rent the premises for as low as \$\_\_\_\_\_\_ dollars per month, if market conditions warrant such reduction. Such reduction will be at the discretion of the Agent. The initial term of this agreement shall be for a period of one year from the date hereof. 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. A copy of the form lease to be used by Agent for Owner, and prospective tenants is attached hereto. Owner agrees to the form and content of said lease and subject to the insertion of rental rates and duration, agrees to be bound by the terms thereof when executed on its behalf by Agent. Red Fox Realty retains the right to refund the tenant's security deposit in full or part upon the advice of legal counsel. Owner shall provide or bear cost of providing four(4) sets keys to each door on the premise.

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 from all parties in the event of a controversy before dispersing escrow trust funds.

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), except emergency repairs, and shall be deducted from the Owners account. Agent is authorized to maintain a property maintenance fund in the maximum of Two Hundred Fifty Dollars (\$250.00). Agent 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. During vacancies, Manager may be required to turn on utilities in order for maintenance and repair vendors to perform work, or for other reasons deemed necessary by Manager and said cost of such utilities are the responsibility of the Owner. 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.

5. FEES: Owner agrees to pay Agent a Leasing Fee of ½ of the first full monthly rental (30 days) for each tenant procured, however, no more than one Leasing Fee per year will be paid and no additional Leasing Fee for the same tenant who renews their lease will be charged. Thereafter, a 12% Management Fee of the gross rent received, with a minimum of \$60 per month, will be required. Owner understands there will be a \$65 processing fee for lease renewals. Agent will retain 12% of any security deposit used in lieu of rent. 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. There is no Management Fee if the property is vacant.

6. SALES AGREEMENT: If the property is sold by the Owner or any real estate broker acting for the Owner during the terms of this agreement to a tenant or any other party introduced to the property during the term of the management agreement, the Owner agrees to pay Agent a reasonable fee of 3% of the selling price. If the Owner wishes Red Fox Realty, Inc. to market the property there will be a fee of 5% of the selling price.

Red Fox Realty, Inc. 10092 San Jose Blvd. Suite 7 Jacksonville, FL 32257 Office: (904) 854-0511 Fax: (904) 854-0512 Website: <u>www.redfoxrealty.net</u> Email: <u>info@redfoxrealty.net</u> 7. CONTINUITY: After the initial term of this rental agreement, Owner authorized 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 (provided that Agent has been fully reimbursed for any expense incurred by Agent or as fees due Agent); or by payment in advance of any fees and charges which would otherwise be due and payable to Agent over the term of an existing lease entered into by and between Agent and tenant on behalf of Owner over the period of the lease and any previously negotiated extensions. If the Owner wishes to cancel this agreement before the end of the lease term for a tenant placed by Red Fox Realty Inc., 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. 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.

10. PAYMENTS: Agent 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.

11. 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.

12. 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.

13. RESTRICTIONS: Red Fox Realty, Inc. does NOT permit any German Shepherds, Dobermans, Pit Bulls, Chows, or Rotweillers in any of its leased units.

14. MANAGEMENT RESPONSIBILITIES: To use 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 even 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 to the Manager for any and all balances outstanding beyond a 30 day period after billing to be paid by OWNER at the rate of 2% 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 annual statement of income and expenses for the proceeding calendar year or portion thereof that the property was 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.

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

Red Fox Realty, Inc. 10092 San Jose Blvd. Suite 7 Jacksonville, FL 32257 Office: (904) 854-0511 Fax: (904) 854-0512 Website: <u>www.redfoxrealty.net</u> Email: <u>info@redfoxrealty.net</u> 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 any0 during their statue 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.

15. 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 manager 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 manager is in no way liable for the payment of any fees, fines or assessments.

16. Owner expressly agrees, within twenty (20) days of change of address to advise Red Fox Realty ins 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.

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, religious, 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.

17. SPECIAL CONDITIONS:	
Length of Lease:	7 months $\square$ , One Year $\square$ , Other
Security Deposit Required:	One Month's Rent $\square$ , $\square$ Other
Length of time property available.	One Year $\Box$ , Two Years $\Box$ , $\Box$ ther
Pets allowed with owner's approval:	Yes $\Box$ , No $\Box$ , $\Box$ Special Conditions:
Utilities Included in rental:	Electricity 🔲 Water 🔲 Garbage 🔲

Both parties agree and understand that all properties must be leased and managed without regard to a prospective tenant's race, color, religion, gender, handicap, familial status, or national origin.

Owner (Signature)		SSN#		
Owner (Signature)		SSN#		
owner (orgnature)				
Owner's Mailing Address				
Primary Phone	Day Phone	Night Phone		
	Owner's I	Email Address		
INSURANCE:				
Company		Policy #		
Agent		Agent Ph #		
		Property Manager or Authorized Personnel Red Fox Realty, Inc.		
Red Fox Realty, Inc. 10		onville, FL 32257 Office: (904) 854-0511 Fax: (904) 854-0512 net Email: <u>info@redfoxrealty.net</u>		

# Red Fox Realty Inc. Owner & Property Information

Property Address:
Area/ Subdivision: Type of Property Covenants/ Restrictions: Type of Property (detached home/ condo/ TH/ duplex/ etc.
Gated Community Entrance Gate Code Date Available for Rental:
HOA Contact Name & Ph # HOA tenant approval Required:
Owner Name:
Owner's Address:
Owner's Home # Work # Cell #
Preferred Method of Communication: Phone FaxE-Mail Postal Other:
Owner Prefers Payment by : Direct Deposit Check By Mail
Rent \$ Deposit \$ # of Pets Allowed: Cats Dogs Size
Sq Ft BR Baths CH&A Window A/C Warranties:
Heat Type Garage Garage Opener Carport Pool Fenced Yard Security Year Built
Electrical Service with Lawn Service with Water Service with
Occupied/Vacant Does the rental property currently have a tenant in residence? Is the rent current: \$
Owner has provided a copy of the current lease YES or NO
Home Owner's Insurance Company & Policy #
Insurance Agent's Name & Ph#
How did you find out about Red Fox Realty?
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 Special Instructions

Special Instructions: B.) Yard & Lawn				
<ul> <li>B.) Fard &amp; Lawn</li> <li>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</li> </ul>				
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:				
<ol> <li>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 #</li> </ol>				
C. Pest Control				
<ol> <li>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</li> </ol>				
<ul> <li>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.</li> <li>YES or NO</li> </ul>				
<ul> <li>D. Keys and Remotes <ol> <li>Number of Keys turned over to Manger</li> <li>Number of Garage Remotes given to Manager</li> <li>Number of Mail Box Keys given to Manager Mail Box # is</li> </ol> </li> </ul>				
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	
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<b>Property Information</b>					
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		Rage- 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					

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Special Requests by Owner:

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### Red Fox Realty **Asset Information**

Serial # _		 	Model # Service Con	tract Expiration Date	Other:;	
Serial # _		 		tract Expiration Date	Other:	
Serial # _		 	Model # Service Con	tract Expiration Date	Other:	
Serial # _	_ 	 	Model # Service Con		Other:	
Serial # _			Service Con		Other:	
Serial # _		 		_	Other:	

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### 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 post 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.

### (a)

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.

Acknowledgment (initial) (c) Lessee has received copies of all information listed above. Lessee has received the pamphlet *Protect Your Family From Lead in Your Home* Lessee's Acknowledgment (initial) (d)

#### Agent's Acknowledgment (initial)

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

Lessor	Date
Lessee	Date
Agent	Date

### Red Fox Realty AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

I authorize the above named Originating Company to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries to my (our) account listed below.

FINANCIAL INSTITUTION NAME	*TRANSIT/ ABA NO.	ACCOUNT #	TYPE OF ACCOUNT
			CHK SAV
LOCATION: The authority is to remain in full forc us) of its termination in such manner	e until the company has red	ceived written notif	
NAME	SSN		
SIGNATURE	DATE _		
NAME	SSN		
SIGNATURE	DATE		

\* Nine digit routing number that appears on the bottom of a check (Include a voided check with authorization)

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