

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT



1 This Agreement begins on the _____ day of _____, 20____ and continues until terminated by Owner or
2 Broker. Owner hereby employs Broker, giving Broker the exclusive right to rent, lease and manage Owner's property
3 (hereinafter called the "Premises") known as _____
4 under the terms and conditions herein set forth. Broker accepts the management of Premises upon the terms herein
5 provided. Owner warrants and represents to Broker that Owner is legally entitled to enter into this Agreement and
6 lease the above described Property.

7 Property Owner(s) hereinafter referred to as Owner" _____

8 Mailing Address _____ Home Phone _____

9 Cell Phone Number(s) _____

10 E Mail Address(s) _____

11 Social Security# See W-9 ----- or Taxpayer ID# _____

12 Property Management Company hereinafter referred to as "Broker", Playa Realty & Management, LLC

13 Mailing Address 130 Corridor Road #3211 Ponte Vedra Beach, FL 32004

14 Office phone (904) 219-1689 Fax Number: (888) 798-9781

15 Email stevenritter@comcast.net

16 This agreement is binding upon and shall inure to the benefit of Owner, Broker and their respective heirs, personal
17 representatives, successors (excepting "successors-in-interest" as defined by the Protecting Tenants at Foreclosure
18 Act of 2009), and assigns. In consideration of the mutual promises contained Owner and Broker Agree as follows:

19 **Discrimination-** Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial
20 status, national origin or any other classes protected by federal, state or local law and not to ask or expect Broker to
21 impose such restrictions on the rental of the Property.

22 **Exclusive Authority of Broker-** Owner agrees to pay Broker the fees described herein, whether the Property is
23 leased by Broker, Owner, or any party other than Broker during the term of this Agreement or if Owner leases the
24 Property within ninety (90) days following termination of this Agreement to any prospect with whom Broker or
25 Owner communicated during the term regarding the leasing of the Property. If requested, Broker agrees to provide
26 Owner with a list of the prospects with whom Broker communicated during the term. If a tenant is already in place
27 when this agreement is executed, Broker will not charge a tenant placement fee for this tenant.

28 **Management Authority and Broker Responsibilities-** Owner expressly grants to Broker the following authority,
29 powers and rights, any or all of which may be exercised in the name of Owner, in Broker's name alone, or in the
30 names of both, and Owner shall assume all responsibilities for expenses in connection herewith;

- 31 • To advertise and proceed with agreed upon rental within the range of \$_____ per month.
- 32 • To sign all leases.
- 33 • To collect Security Deposit to be held in a non-interest bearing account in Florida.
- 34 • Full management and control of the Premises with authority to collect all rent and other monies and securities
35 from Tenants in the Premises.
- 36 • To accept and qualify applications for rental and to perform credit checks and other screening services, to
37 approve or decline such applicants according to Broker's policies. Owner shall not be provided with the
38 Tenants' credit report and/or Application unless specifically authorized in writing by the tenant and the provider
39 of the credit report.
- 40 • To prepare and negotiate new leases and renewals of existing leases in which Broker is authorized to execute
41 leases and renewals.
- 42 • To have repairs made, to purchase necessary supplies, to provide for all negotiation and contractual
43 arrangements by suppliers or other independent contractors for all improvements, maintenance or repair
44 services deemed necessary by Owner and/or Broker or to comply with applicable building, housing, and health
45 codes, and to determine that such services were performed in a proper and prescribed manner.
- 46 • To conduct routine preventive inspection and maintenance on the rental unit to ensure the safe habitation of
47 the occupants. Broker is authorized to inspect (at the owner's expense) wood burning fireplaces and chimneys
48 in the rental unit on an annual basis (or as otherwise required) for proper functioning and to conduct cleaning
49 and maintenance of wood burning fireplaces and chimneys as required at the Owner's expense; and to replace,

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at Owner's expense, any batteries in smoke or toxic gas detectors located in the unit at or near the time a new tenant begins occupancy or at or near the time a renewing tenant's new lease term begins.

- Items that exceed two hundred and fifty (\$250.00) in cost – with the exception of emergency repairs will require Owner's approval. Most repairs are in the area of \$100.00.
- To arrange at owners expense the following as needed and deemed advisable by Broker - utility services, vermin extermination, trash removal, repairs necessary to maintain services to the tenants as called for by their tenancy. Repairs will be paid from Owner's funds. If depleted, owner will promptly reimburse Broker for expenditures.
- To change locks (if necessary) between tenancies.
- To advertise the Premises when vacant or in anticipation of vacancy.
- To serve any and all applicable legal notices upon Tenants and to prosecute legal actions to terminate tenancies, evict Tenants and recover rents and any other sums due, and when necessary employing for these purposes with owners approval (at the expense of the owner) a reputable attorney.
- To collect from Applicants or Tenants any or all of the following: application fees, late rent fees, non-negotiable check fees, legal notice services fees, or any other fees that may now or in the future become a Tenant obligation. All such fees shall belong to Broker to offset Broker's time and expense for handling additional work and responsibilities related to such fees. Any outstanding Tenant obligations at end of tenancy may be deducted from Tenant's security deposit and/or last month's rent.
- Using any lawful means, Broker shall resolve disputes over security deposits and any other sums due. Broker is authorized to compromise and settle claims on Owner's behalf as may be necessary or prudent in Broker's judgment.
- To accept or decline checks for rental and other payments due from Tenants according to Broker's policies. Broker shall not be held liable for bad checks or money not collected. Owner shall reimburse Broker for any sums disbursed (to owner) on the faith of such checks should they be uncollectible for any reason. Owner agrees to hold Broker harmless for any failure to secure Tenants for the Owner, any cancellation by the Tenants and/or failure to collect any rents or monies due from the Tenants for any reason.
- To make every reasonable effort to collect rents and other monies from Tenant when and as they become due. Broker does not guarantee the payment of Tenant obligations. Broker may employ at owners expense and with agreement from owner collection agencies, attorneys, or any other reasonable and lawful means to assist in the collection of any outstanding Tenant obligation.
- To render monthly statements to Owner of income and expenses and to disburse to Owner the net proceeds of such accounting. Disbursements are normally received by owners within four business days after rent is received. Broker may reserve Owner's funds to meet obligations that are or may become due thereafter.
- To deposit all receipts collected for Owner or held on behalf of Tenant in accounts separate from Broker's personal funds. Broker shall not be held liable in the event of bankruptcy or failure of depository (such as a bank or banking institution.) Broker may require releases from all parties in the event of a controversy before disbursing escrow funds.
- To take direction from Owner regarding pet policy other than animals used for assisted living purposes.
- Broker has such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement. Broker assumes no responsibility for any other services unless agreed to in writing.
- Broker is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of Tenants or their guests. In the event Tenants damage the premises or owes any monies to the Owner, Broker is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenants accordingly and/or settle with the Tenants upon advice of Brokers legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Owner and Broker shall not be held liable for any failure to make claims on any damages which were not readily apparent to Broker.

Owner Provides the Following Assurances–

- He/she/they/constitute all Owners of the Premises and will provide a copy of the deed if requested by Broker.
- He/she/they have full power and authority to hire Broker and have the right to receive income proceeds from the Premises and that this power, authority, and right have not been assigned, or transferred to others.
- **All mortgages, and taxes, insurances and association dues are currently paid and are not in default, that the Premises is not now the subject of a foreclosure or pending foreclosure action. In the event a foreclosure action is filed against Owner, Broker shall be notified immediately in writing. Owner**

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- shall indemnify, defend and save Broker harmless in any foreclosure action. Tenant will be allowed to cancel their lease at any time without penalty should foreclosure action be filed against owner.
- To maintain the property in a safe and habitable condition. Owner warrants that all fixtures and operating systems, including without limitation, plumbing, air conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mail box and attached lighting fixtures are in satisfactory operating condition. Following lists defects in the property and items named "Courtesy Items". If a Courtesy Item becomes inoperable, Owner may choose not to repair it in which case, tenant may choose to repair the Owner's item and it will remain property of the owner, or tenant may replace the item at their expense at which time the item becomes property of the tenant.

Owner Disclosed Defects

Courtesy Items

If present, washer and dryer and ice-maker in fridge

- To reasonably approve all needed capital expenditures indicating exactly what Owner intends or does not intend to have performed and to handle all insurance claims and insurance matters directly with Owner's insurance carrier. Owner shall be responsible for the contractor's acts, defaults and negligence and will advance funds to broker for all capital expenditures exceeding the Property's gross monthly income.
- To be responsible for payment of the following recurring expenses: mortgage payments, taxes, fire or other insurance premiums, Homeowner/Condominium Association obligations, and any other expenses unless that responsibility has been accepted by Broker in writing. Broker shall not be required to advance his own money to pay any Owner obligations.
- To keep Broker informed of any changes of Ownership interest in the Premises.
- To provide Broker with current and up-to-date copies of any applicable Condominium or Homeowner Association rules and regulations. In the event Tenants fails to comply with the rules and regulations and the Association or Board levies fees, fines, or assessments against Owner, Broker shall not be liable for the payment of such obligations.
- To arrange for and pay for any leasing permits which are a requirement of Home Owner Associations.
- To Allow Broker to check as needed with Home Owner Association if dues are current.
- Owner agrees to maintain public liability insurance coverage on the property at all times in the amount of not less than \$100,000 per person and \$300,000 per occurrence and at the request of the Broker shall furnish proof of insurance and a copy of the declaration page. Owner must notify the insurance company that the premises is being used as a rental. Owner agrees to indemnify Broker for any damages suffered as a result of any lapse in or failure by the owner to maintain insurance coverage.
- Owner agrees to and does hereby indemnify and hold harmless the Broker, it's employees, Brokers and assigns, from any and all claims, suites, damages cost, 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. Also included, but not limited to, are those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever. In addition to the above stated would be whomsoever belonging, including Owner, in any way relating to the rental, leasing and management of the Premises or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to Broker.
- That Broker shall not be liable for any willful neglect, abuse or damage to Premises by Tenants or others nor for loss of or damage to any personal property of Owner by Tenant including loss due to exchange or theft by Tenants or others. Broker shall not be responsible for nonpayment of or theft of any utility service by Tenant, or be held liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.
- Regarding utilities if allowed by law and unless otherwise agreed to by the parties, Tenants are required to have all utilities in their own name. In any lease where the Tenants shall have use of the Owner's utilities and be responsible for all or part of the bills, Owner shall pay the entire bill in a timely manner. Under no circumstances shall Owner cause the termination of these services and Owner agrees to indemnify Broker for any damages or litigation fees/cost incurred by Broker if Owner improperly terminates a utility services. Broker will deduct bills to the extent of funds available and Owner agrees that Broker shall be in no way responsible for nonpayment of or theft of any utility service by Tenants.

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- To authorize Broker to use a lock box on the property. Owner acknowledges that the lock box procedure used by Broker has been fully explained to Owner by Broker and that the use of the lock box is intended to make access to the Property easier. Owner is aware of the security risk incident to the use of a lock box.
- To provide Broker with all information Owner knows about lead-based paint and lead-based paint hazards as required by federal law for properties built prior to 1978. Owner acknowledges that Broker will rely upon all of Owner's representation regarding the Property when dealing with prospective tenant(s). Owner will immediately inform Broker of any material facts affecting the property that arise after signing this Agreement. Owner further certifies to Broker that to the best of Owner's knowledge the Property does not have any urea formaldehyde foam or asbestos, or levels of radon gas that exceed federal guidelines, and that the Property is not contaminated by any hazardous substance as that term is defined by any federal, state or local law.
- Regarding Inspection Disclaimer, Broker hereby advises Owner that all inspections performed by Broker are primarily for the purpose of discovering or noting certain cosmetic conditions which may or may not affect the property's working condition and is primarily intended to affirm the "As Is" condition of the property.
- If the property has a pool, Owner shall maintain (at Owner expense) a professional licensed bonded pool service.
- 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 a pool. If you have a pool, we recommend you increase your insurance coverage. This is typically a minimal expense.
- Broker shall not be responsible to take any precautionary measure to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes. This is regardless of presence of shutters or similar devices on the property.

Compensation of Broker - In consideration of the services to be rendered by Broker, Owner shall pay Broker each month any and all of the following forms of compensation as may be applicable as they become due:

- **TENANT IDENTIFICATION AND PLACEMENT:** Fifty percent (50%) of first full month's rent. If owner finds the tenant that fee will be reduced to 25%. If the tenant and their lease are already in place, there will be no Tenant Identification and Placement Fee paid to Broker.
- **FOR MANAGEMENT:** Ten percent (10%) of gross monthly rents collected for properties which rent for \$850 or more per month. Twelve percent (12%) of gross monthly rents collected for properties which rent for \$849 or less per month. This is lowered to 10% for owners with multiple properties. We do not charge these fees for month one if we collect tenant identification and placement fee.
- Should a security deposit claim be made to cover any unpaid rent, management fees will be applicable to such rent also.
- **LEASE RENEWAL WITH CURRENT TENANT:** If after the initial term, the lease is renewed additional consideration will be Ten Percent 10% of one month's rent. If after the initial term of the lease the tenant chooses and owner agrees to allow month to month (MTM) tenancy, there will be no consideration (from owner) additional to our normal 10%. On MTM leases, tenant(s) will pay Playa 1% of monthly rent for administrative fees.
- **SALE:** Assuming Broker places a tenant, if a sale or exchange of the property by Owner to that tenant, spouse of such tenant or to anyone acting directly or indirectly on that tenant's behalf during the terms of the lease or for a period of six months after the tenant vacates, a brokerage fee of four and one half percent of the total purchase price shall be paid by Owner to Broker no later closing of the sale due to the fact that the Broker would have been the procuring cause of the sale. If a sale or exchange of the property is made to any other party during the term of this Agreement, the terms and conditions of this Agreement shall be binding on other party.

LEASING GUARANTEE: If Tenant has been qualified by Broker and defaults on the original lease term, or in the event of a military transfer, Broker will re-lease the Premises and will only charge a pro-rated amount of the normal 50% of first month. As an example, if a tenant leaves after six months, Playa will re-lease the Premise for 25% of first month.

Monthly income collected, shall be applied chronologically beginning with the earliest obligation, including Broker's compensation. The remaining balance, if any, shall be available for remaining obligations and recurring expenses. Owner assumes full responsibility for consequences resulting from late payment or non-payment of any obligation or recurring expenses should Broker be unable to make said payments due to insufficient funds on hand, lack of income from the Premises, non-delivery or delay of mail, or for any other reason beyond Broker's control.

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TERMINATION

- Broker may terminate this Agreement immediately with written or verbal notice if Owner's actions or inactions appear to be illegal, improper, or jeopardize the safety or welfare of Tenants or others.
- Either Owner or Broker may terminate this Agreement by giving the other party sixty (60) days written notice of termination. Should Owner terminate this Agreement before Broker has placed a tenant, Owner shall pay Broker a termination fee of **\$300.00** to help cover upfront administrative and marketing expenses.
- If Owner terminates this Agreement after a tenant is in place, as provided herein, the Broker shall be entitled to collect the management fee for the remaining time the existing tenant rents the property.
- All provisions of this Agreement that indemnify, defend, and save Broker harmless to any and all matters shall survive any termination of this Agreement.
- Broker may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated to pay any obligations; Owner shall pay Broker remaining proceeds within thirty (30) days of termination date.
- In the event this Agreement is terminated by either Owner or Broker, regardless of cause, the parties agree that Broker shall have no further obligation to rent, lease, or manage the Premises.

OWNER AND BROKER MUTUALLY AGREE:

- This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Should one or more of the provisions contained in this Agreement be held to be invalid, illegal, or unenforceable, that disability shall not affect any other provision of this Agreement. Exclusive venue for any dispute regarding this agreement is Duval County, Florida.
- In the event legal procedures are necessary to enforce any provision of this Agreement the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees.
- Facsimile Signature and other written authorizations required herein may be executed by signing an original or facsimile copy and transmitting same by facsimile. Such signatures shall be binding as original signatures.
- Broker may delegate Broker's rights and duties under this Agreement to Broker's licensed real estate salespersons and broker/associates.
- Waiver of Jury Trial-All controversies and claims between Owner, Broker and Tenant(s), directly or indirectly arising out of or relating to this agreement will be determined by non-jury trial. Owner, Broker and Tenant(s) jointly and severally, hereby knowingly, voluntarily and intentionally waive any and all right to a trial by jury in any litigation, action or proceeding involving Owner, Broker and Tenant(s) whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Notwithstanding the foregoing, in this event of a dispute between Owner, Broker and Tenant(s) as to entitlement to deposit(s), Owner hereby agrees that Broker holding the deposit must disburse the funds in accordance to Florida Statutes and may also disburse a settlement as Broker sees fit provided that Broker properly and timely sends the vacated tenant a Notice of Intention to Impose a Claim on the Security deposit and tenant timely and properly objects.
- Broker may change the terms of this Agreement by giving sixty (60) days written notice to Owner. Should no written objection be forthcoming from Owner within the sixty (60) days period, Owner's acceptance of said changes shall be presumed. Any exception would be a change required by applicable statute or regulation in which case the change would become effective according to the time period required by such statute or regulation.
- Broker and Owner agree that Broker will assist Owner in the administration and coordination involving all areas of routine and preventative maintenance including but not limited to any and all heating and cooling systems, plumbing, electrical, sprinkler systems, alarm systems, roof repair and replacement, exterior painting, yard fertilization and pest control. Owner agrees not to hold Broker responsible or liable whatsoever for damage to property resulting from vandalism, natural disaster, acts of God, tenant actions or inactions whether vacant or occupied. Broker assumes no responsibilities for services other than those expressly stated herein. It is understood that Playa Realty & Management, LLC in no way warrants or represents the quality of the indoor environment of the premises and no claims will be made as to Playa Realty & Management, LLC regarding same or regarding consequence of any health claims that may arise as a result of any airborne particulate, including but not limited to molds, mildew, spores, and electromagnetic fields whether natural or man-made. Broker advises Owner to consult appropriate professionals for advice on legal, tax, professional home inspection services relating to property condition, environment, foreign reporting requirements and other specialized matters. No modification of this Agreement shall be effective unless in writing and signed by the parties. This Agreement shall not be construed more strictly against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it. This Agreement may be executed in any number of counterparts, any of or all of which shall be deemed an original. This Agreement sets forth the

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entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous negotiations, understandings and agreements between the parties. This Agreement shall be interpreted and enforces according to the laws of the State of Florida and Venue shall lie in the county in which the Property is located. Section and paragraph headings in this Agreement are for identification purposes only and shall not be deemed to control interpretation. If any of the terms or conditions of this agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this Agreement. Except where the context requires otherwise, the duties of Owner shall survive the termination of the Agreement and the transfer of title to the property.

OTHER TERMS OF MUTUAL AGREEMENT: FAILURE TO PERFORM:

If prior to moving in, the prospective Tenant fails to perform any of the promises of their Lease, the deposit(s) paid or agreed to be paid by prospective Tenant may, at Broker discretion be retained. 20% of deposit retained will be kept by Playa Realty & Management LLC for administrative fee. 80% will be maintained for the account of Owner for liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims.

Prospective Landlord and prospective Tenant will be relieved of all obligations under this Contract if prospective Landlord fails to perform any of the promises of this Contract, the deposit(s) will be returned to prospective Tenant without waiving action for damages resulting from Prospective Landlord's breach.

Unless otherwise stated here, owners agree to allow tenants to keep (non-aggressive breeds of dogs) and or cats in the property. If pets are accepted, a non-refundable pet fee of \$200 per pet will be paid by tenant to Broker for owner account.

NOTICES

For purposes of this Agreement, all notices required herein shall be deemed to have been served upon the other party when mailed to the noted addresses or to such other address changed by properly notifying the other party.

ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS:

This Agreement embodies the entire understanding of the parties. All prior or contemporaneous agreements, understandings, representations, warranties, or statements, oral or written, are merged into this Agreement. This Agreement shall become binding upon the successors (excepting "successors-in interest" as defined by the Protecting Tenants at Foreclosure act of 2009) and assigns of Broker, and the heirs, administrators, executors, successors, and assigns of Owner, and may be sold or assigned by Broker to any person or entity legally qualified to fulfill its terms.

OWNER: _____ DATE: _____

OWNER: _____ DATE: _____

BROKER: _____ DATE: _____

Owner funds will be deposited to the following bank _____.

The routing number is _____. The account number is _____.

This is a ☐ Savings Account ☐ Checking Account