

CPS Property Management Services
4331 West Sunrise Blvd.,
Plantation, Florida 33313
Phone 954-333-8772; Fax 954-495-8244
Website www.cpsofamerica.com; Email cpc501@aol.com

EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Name	_____		
Address	_____		
	Street Number	Street Name	Unit Number
_____	_____	_____	_____
City	County	State	Zip
_____	_____	_____	_____

A Single Family Home A Condominium Unit

I. This property management agreement entered between CPS of America, Corporation herein after called "CPS" and EuGene Reid herein after called the "Landlord" shall upon the selection of service begin the process of contractual obligation for CPS to provide the agreed upon service once the parties have read, agreed and signed to the terms and conditions of the said agreement.

- Entire Property Management
- Tenant Screening Only
- Intellectual Evaluation
- Employment Data Service

- a) **Entire Property Management:** The entire property includes the premises in full unless any areas such as sheds, storage closets, garage, attics, and crawl spaces are specifically excluded by landlord in writing; Rental, eviction, rent collection, notices, screening, repairs.
- b) **Tenant Screening:** Tenant screening is the process whereby "CPS" pulls the relevant records for your tenant which may include such items as; credit report, criminal background, rental history, bank records, employment records, payment history etc, reviews these records and recommend to the client a course of action to be taken with the renter. This service may be a part of the entire management review process or may be a standalone service for your property.
- c) **Intellectual Evaluation:** This is a service specific to the provision of a review of records of parties in a relationship including but not limited to criminal background, credit, child support, alimony, property ownership, prenuptial, tax liens and any other authorized services which we can reasonably access. All parties must provide a legally executed letter of authority for this service to be performed.
- d) **Employment Data Services:** This service is provided to employers doing live scan or normal criminal background checks, credit checks and other related enquiries on potential employees. The employee must sign a specific authorization to perform this service and said document must be submitted to CPS to carry out this enquiry.

II. This agreement allows for the client to choose a specific service offered under CPS of America, Corporation brand of Property Management Services or managing a specific property as in the Entire

Property Management option below. All services are more specifically described in the following text of this contract.

- III. **THE PARTIES:** This agreement between _____ the legal owner, representative, guardian of the subject property, or any applicant for management service as offered hereinafter called the Client and CPS of America, Corporation Property Management Services located at 4331 West Sunrise Boulevard, Plantation, Florida hereinafter called CPS, hereby established an employment contract between CPS, it's agents and successors being the exclusive agent to rent, lease, manage the subject property or provide evaluative services thereof.
- IV. **TERM:** It is mutually agreed between the parties that the management agreement shall be binding and the parties, successors, estate and assigns shall remain in full force until terminated by any of the prevailing circumstances:
- i. The agreement has expired.
 - ii. The parties have decided to terminate the relationship because of irreconcilable differences, property is sold, and property is in foreclosure wherein either party may.
 - iii. Any deviation from these terms must be agreed upon by all parties to in writing. The Landlord agrees to hold CPS of America harmless for any failure to secure tenants for the Landlord, for any cancellation or default, for failure to collect rent or any monies due from the tenants for any reason.
- V. **RENTALS:** CPS will use its best efforts to lease or rent the property with the following terms:
- a) 1st month's rent and security deposit will be collected before occupancy. Last month's rent will be collected at the discretion of the CPS based on the rating of the evaluation of the tenant. On the exception the security deposit may be established at the discretion of CPS but may not be less than 60% of the monthly rental.
 - b) Rental rates will be at the current market rate or as determined appropriate by the landlord providing the rate assessed by the landlord does not deter the renter wherein the landlord will be liable for fees, commission which would otherwise be earned by CPS if the property was rented. The rental rate as determined by the market place shall be no less than \$_____
 - c) A tenant is encouraged to maintain rental insurance for all contents as neither the landlord nor CPS can be held liable for losses incurred from natural disaster or theft.
- VI. **INSURANCE/FEES, TAXES & CHARGES:** Landlord shall pay directly any Condominium Fess, Associations Fees, Assessments, Taxes, Insurance, Mortgages, and other charges. Landlord agrees that will maintain Public Liability Insurance at all times in the amount not less than \$100,000 per person and \$300,000 per occurrence and shall furnish CPS with proof of Insurance and shall furnish a copy of the declaration page. Landlord agrees to and hereby indemnifies and holds CPS, Its agents, employees and assigns harmless from any and all claims, suites and damages, losses and expenses, arising from the management of the property and from any injuries to persons and or property occurring on or about the property. Landlord agrees to indemnify CPS for any damages suffered as a result of any lapses in or failure by Landlord to maintain Insurance Coverage.
- VII. **UTILITIES:** Unless otherwise agreed by the parties tenants are required to telephone service, electricity, cable, water, gas or any other utilities in their own names. In any lease wherein the tenant shall have use of the Landlord's utility the Landlord shall pay the entire bill in a timely and shall

forward a copy of the paid bill to CPS. Under no circumstances shall the landlord cause termination of these services and the Landlord shall agree to indemnify CPS for any damages or litigation cost as a result of the landlord taking improper or retaliatory action to terminate a utility service. CPS will deduct and settle any such bills from any funds available along with the administrative costs.

- VIII. **FUNDS:** Any monies collected and received by CPS will be held in CPS corporate bank account(s) and interest if any earned is permitted by law and will be retained by CPS and shall be paid to CPS for administrative services and part escrow agent's fee.
- IX. **ATTORNEY'S FEES- LEASE DRAFTING:** Some states including the State of Florida do not allow for Brokers, management companies to draft and prepare leases, therefore there will be a charge of \$_____ to the Landlord for the attorney to prepare a lease. The law firm preparing a lease deals primarily in Landlord/Tenants and will be \$_____ **One Hundred & Fifty Dollars.** The charges to cover attorney's fees will be collected from the 1st monies received. The attorney will be available to you and us at no charge for phone consultations in the event of any disputes with the tenant and related issues.
- X. **FURNISHINGS/WARRANTIES:** The landlord shall deliver a copy of the furnishing inventory if furnished or, in the alternate, pay CPS \$_____ to provide same. (This amount is subject to change if the inventory is onerous and the level of difficulty is considered above the norm.) It is the Landlord's responsibility to keep the inventory current. Landlord is also required to deliver copies of any and all warranties and service contracts to CPS and if none or given CPS will assume that none exist. Landlord will provide **(2)** sets of keys and **(2)** mail box keys to CPS. If furnished landlord will provide window treatments and their hardware otherwise CPS will be authorized to purchase same at the landlord expense.
- XI. **CONDOMINIUMS/HOME OWNER'S ASSOCIATION:** In a condominium unit the lease shall be subject to the Declaration of Condominium pertaining thereto the rules and regulations of the Association and Board of Directors thereunder. Further the Landlord shall be responsible for providing CPS with all rules and regulations and for payment of any recreation, land and/or other fees, fines, assessments levied by the association and the Landlord agrees to indemnify CPS for payment of same. In the event the tenant fails to comply with the rules and regulations and the association or board levies fines or assessments against the Landlord; Landlord agrees that CPS will in no way be liable for the payment of no fees, fines or assessments unless they are from the funds of the landlord and where authorization is provided by the Landlord to CPS.
- XII. **LEASING AND MANAGEMENT:** CPS is given the exclusive rights to screen and approve or disapprove prospective tenant(s) to deliver, on Landlord's behalf, any default notices to tenant(s) as may be necessary. Any Legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise must be taken by the Landlord or with the permission of the Landlord CPS shall engage an attorney to perform the eviction. Costs and attorneys fees to evict tenant(s) or otherwise will be paid by the Landlord in advance and Landlord agrees to hold CPS harmless for same. In the case tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future Landlord agrees that CPS will be entitled to a commission on any monies received in the percentage as set forth in the contract and agrees to remit same to CPS. Landlord warrants that the unit will be managed in a legal rental unit and rental of the same will not be in violation of any rules, laws or ordinances.

CPS, Its Brokers or agents are authorized to sign all leases.

- XIII. **DAMAGES OR MISSING ITEMS:** CPS is not responsible for damages to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to theft, vandalism or negligence of tenant(s) or their guests. In furnished units an inventory will be checked by CPS or its assigned agent at departure. In the event tenant(s) damaged the premises or owes any monies to the Landlord, CPS is given the exclusive authority to determine in its professional judgment the amount due, charge the tenant(s) accordingly and/or settle with the tenant(s) upon advice of counsel. CPS is given the power to make claim upon the security deposit on behalf of the Landlord and CPS shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to CPS.
- XIV. **ACTS OF GOD OR NATURE:** CPS shall not be responsible to take any precautionary measures to avoid damages from Acts of God unless agreed to in writing between CPS and Landlord.
- XV. **BROKER OF MANAGEMENT AUTHORITY:** CPS is granted the right to manage the property by the landlord and as deemed necessary by CPS. To collect rentals and other funds that may be due to Landlord; to cooperate with other Management companies and Brokers and assigns; to sell the management account as broker may see fit; to require releases from all parties in the event of a controversy before disbursing funds and to do all those things CPS deemed necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by Landlord in writing.
- XVI. **REPAIRS:** CPS is given the right to spend in the amount not to exceed \$_____ in any one month to purchase items, cleaning, make repairs and pay for same out of Landlord's funds, and if, inadequate Landlord shall be billed for the for the difference. In case of emergency i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair that CPS deems an emergency and or necessary in CPS sole judgment for the safety of the tenant(s) or the welfare of the property CPS has the authority to institute the repairs even if over the aforementioned limit. CPS will arrange for all repairs, inspections, maintenance, and cleanings unless Landlord has notified CPS in writing prior to the commencement of repairs to use someone else that Landlord has selected, and Landlord makes arrangements with that third party directly. Landlord agrees that they will pay that third party directly and that they will indemnify and hold CPS harmless for payment of same.
- XVII. **FEE:** CPS shall entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.
- **LONG TERM RENTALS;** In the event there is a long term lease entered into(6 months or longer) furnished or unfurnished the fee will be the first month's rent if the renter is provided by a 3rd part or 50% of the 1st month's rent if the renter is provided by the landlord.
- XVIII. **MANAGEMENT FEES:** CPS shall be entitled to a management fee of _____% payable monthly from the rent collected. There is a minimum charge of \$_____ monthly.
This is a mandatory fee which covers a wide range of services such as arranging for and supervising repairs, inspection, collection of payments, payment of applicable state and local taxes, preparation of 1099 etc.
- XIX. **PROCEEDS:** CPS shall send Landlord the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in the agreement. It is understood that no funds will be released until such time as monies cleared CPS's Bank account usually **(5-7)**

business days for local checks should the funds not be in cash, certified checks or travelers check sand after all the agreed upon expenditure have been covered.

XX. NOTICES: Whenever any notice is required in this agreement or the desire to communicate formally or legally between the parties, notice must be in writing and mailed by certified or return receipt mail to the address of the addressee as contained in this agreement.

XXI. SIGNATURES: The parties agree that all agreement, policies and directives must be in writing and must bear the written signature of the parties or their authorized agents.

IMPORTANT NOTICES:

1. 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 such restrictions on the properties we handle for rent.
2. You must provide proof that you are the legal owner or the authorized representative of the subject property and that you have full authority to dedicate the property for management services. Evidence of ownership may include a copy of the county records showing the designated owner; a copy of the most recent recorded deed or in a title state a copy of the title; a copy of a duly notarized and recorded power of attorney designating you as the legal representative with powers to operate, along with a copy of a state issued ID, passport confirming that you are who you say you are coinciding with the aforementioned records. Please fax a copy of the stated records to CPS of America, Corporation at 954-333-8772 or scan and email to cpc501@aol.com.

Executed this the _____ Day of _____ 20 ____

By _____
Landlord's Name

Landlord' s Signature

SSN or tax ID _____

Mailing Address (Landlord)

Name

Street name & Number

City, state and zip

Phone _____

Email _____

For CPS of America, Corp (Authorized Personnel)

Dated