

VACATION RENTAL MANAGEMENT AGREEMENT

THE UNDERSIGNED OWNER hereby employs the undersigned BROKER, Tyler Property Management LLC exclusively, to rent, operate and manage the real property situated in the City of _____, County of _____, State of Florida, described as _____ and commencing on _____.

BROKER'S OBLIGATIONS

OWNER hereby confers upon the BROKER the following duties, authorities, and powers:

1. **LEASING.** To advertise the availability for rent of the property or any part thereof and to display "for rent" signs thereon; to execute leases for terms not to exceed _____ to execute renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the OWNER such notices as BROKER, to rent, lease, operate, control, and manage the property.
2. **RENTALS.** BROKER will use his best efforts to lease or rent with the following terms: A security deposit will be collected before occupancy. The security deposit will be held in a non-interest bearing account in a Florida Bank. All parties, in writing must agree upon any deviations from these terms. OWNER agrees to hold BROKER harmless for any failure to secure tenant(s) for the OWNER, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the tenant(s) for any reason. Rental rates will be the current market rate as determined in the sole judgment of BROKER or AGENTS of BROKER. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the BROKER.
3. **BROKER'S AUTHORITY.** BROKER is granted by the OWNER the right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to OWNER, to cooperate with other BROKERS or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by OWNER in writing.
4. **RENTS.** To collect rents and to collect and disburse security and other deposits; to deposit all receipts collected for OWNER in a qualified banking institution, but BROKER shall not incur any liability for bankruptcy or failure of the depository.

5. **MAINTENANCE.** To employ, supervise, and discharge all labor and services for the operations and maintenance of the property, it being agreed that all employees shall be deemed to be the OWNER'S employees and that all service providers be the OWNER'S providers.
6. **PERIODIC STATEMENTS.** To render periodic itemized statements of receipts, expenses, charges and accruals, and to remit to OWNER receipts less disbursements, BROKER fees, and accruals for future expenses. In the event disbursements shall exceed receipts, OWNER shall promptly remit such expenses and obligations incurred in connection with the exercise of BROKER'S duties set forth herein and for any and all expenses relating to the ownership of the subject property.
7. **REPAIRS.** To take charge of repairs, decoration, alterations, and to purchase supplies therefore, BROKER, agrees to obtain OWNER'S authorization for any and each expense in the excess of \$_____, except monthly or recurring operating charges or emergency repairs, or in the event the OWNER is not reasonably available for consultation, if the BROKER deems such expenditures in excess of this amount necessary for the protection of the property from damage, or to perform services to the tenant(s) provided for in their lease.

OWNER'S OBLIGATIONS

1. **BROKERAGE FEES.** OWNER agrees to pay a fee or fees for services rendered at the rates hereinafter set forth at **25%** of the rent. OWNER recognizes BROKER as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof and, if consummated, shall compensate BROKER in accordance with the rates hereinafter set forth. Such compensations are due and payable on demand and may be deducted by the BROKER from receipts.
2. **INSURANCE AND OTHER FEES.** OWNER shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and all other charges. OWNER agrees to carry, at the OWNER'S expense, bodily injury, property damage and personal liability insurance in the amount of \$250,000 (for single family residence) or \$500,000 (all other units) combined single limit from bodily injury and property damage. Tyler Property Management LLC and its Agents shall be named as also insured.

3. **UTILITIES.** OWNER is required to have telephone service, cable, electric service, and water service all other utilities supplied to the unit for the tenant(s). OWNER shall pay the utility bills in a timely manner and under no circumstances shall the 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 service. BROKER will deduct bills to the extent of funds available and OWNER agrees that BROKER shall be in no way responsible for nonpayment of our theft of any utility service by tenant(s).
4. **CONDOMINIUM ASSOCIATIONS.** In a condominium unit, the lease shall be subject to the Declarations of the Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the OWNER shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and OWNER agrees to indemnify BROKER for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the OWNER, OWNER agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments
5. **FURNISHINGS/WARRANTIES.** The OWNER shall deliver a copy of the furnishings inventory if furnished to the BROKER. It is the OWNER'S responsibility to keep the inventory current. OWNER is also to deliver to BROKER of any service contracts or warranties that exist, if any. If no warranty or service contracts are received at the time this agreement is executed, BROKER shall assume that none exist. OWNER will provide three (3) full set keys, two (2) mailbox keys and one (1) garage door opener or card, to the BROKER.
6. **TENANT SCREENING.** BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on OWNER'S behalf, any default notices to tenant(s) as may be necessary. Any legal notices or institution of eviction or damages proceedings against tenant(s), through the courts or otherwise, must be taken by the OWNER individually or, with the permission of OWNER, BROKER may hire an attorney to perform the evictions. Cost and Attorney Fees to evict tenant(s) or otherwise will be paid by the OWNER in advance and OWNER agrees to hold the BROKER harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or renewals, and, if these monies are collected in whole or part in the future, OWNER agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. OWNER warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

7. **DAMAGES AND MISSING ITEMS.** BROKER 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 the event tenant(s) damages 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 tenant accordingly and/or settle with the tenant(s). BROKER is given full power to make claims upon the security deposit on behalf of the OWNER and BROKER shall not be held liable for any failure to make claim(s) on any damages that are not readily apparent to the BROKER.

OTHER TERMS

1. **CANCELLATIONS.** Either OWNER or BROKER may cancel this agreement with a 30-day written notice. If not cancelled, it is the intention of this agreement to automatically renew on a yearly basis until either party cancels with said 30-day written notice.
2. **PRE-RENTAL WORK.** If repair work or cleaning services are necessary prior to renting the property, OWNER agrees to pay the BROKER for the estimated amount of the anticipated work prior to the work being performed.
3. **ADDITIONAL SERVICES.** Any additional services rendered to the owner other than set forth within this Management Agreement shall be billed at the rate of \$25.00 per hour.

Signature Page

Tyler Property Management LLC

Management Company

1034 Ridgewood Ave, Ste 1

Street Address

Holly Hill, FL 32117

City/State/Zipcode

386-255-8585

Telephone

386-679-8433

Cellphone

386-255-8583

Facsimile

gena@tylerpropertymgmt.com

Email

Manager's Signature

Date

Owner (Printed Name)

City/State/Zipcode

Telephone

Cellphone

Facsimile

Email

Owner's Signature

Owner's Signature

Date

FACSIMILE SIGNATURE. THE PARTIES AGREE THAT IS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS

IMPORTANT NOTICE

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 FAMILIAR STATUS. FEDERAL AND STATE LAWS PROHIBIT US FROM PLACING ANY SUCH RESTRICTIONS ON THE PROPERTIES WE HANDLE FOR RENT.

