



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

PARTIES: This Agreement between _____, the owner(s) or legally appointed representative(s) of the premises, hereafter called LANDLORD and _____ RE/MAX Signature _____, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises are not currently for sale and agree to sign a Solvency Statement. LANDLORD 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. The Property Information Sheet is attached to and made part of this agreement.

REAL PROPERTY ADDRESS: _____ UNIT#: _____

CITY: _____ COUNTY: VOLUSIA STATE: FL ZIP: _____

BEDROOMS: _____ BATHROOMS: _____ UNIT WAS BUILT PRIOR TO 1978: YES NO

ASSIGNED PARKING SPOT #/GARAGE SIZE: _____ MAIL BOX #: _____

CHECK ALL THAT APPLY:

PROPERTY IS UNFURNISHED PROPERTY IS FURNISHED UTILITY SHED: YES NO

APPLIANCES: REFRIGERATOR RANGE DISHWASHER MICROWAVE

GARBAGE DISPOSAL WASHER/DRYER

POOL: YES NO IF YES: CHLORINE SALTWATER

ELECTRIC HEATED SOLAR HEATED COMMUNITY POOL

The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing and approved in writing by BROKER.

EXDLUDED AMENITIES: Any appliances, hot tubs, grills, or amenities that the landlord shall not be responsible for maintaining must be disclosed to broker by landlord in writing.



1. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, BROKER agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. The term shall begin on the _____ day of _____, 2012 and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a sixty (60) day written notice prior to the next term given by either party to terminate.
2. **TERMINATION BY LANDLORD:** Termination is effective when actually physically received by BROKER BY CERTIFIED MAIL. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT(S) placed on the property by BROKER shall remain in the unit. In the event this agreement is terminated by LANDLORD, the BROKER's rights provided for in this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee of \$250.00 will be charged to LANDLORD should LANDLORD terminate this agreement for any reason. In the event that BROKER has not procured a TENANT within 90 days of the property being fully available for rent, LANDLORD may terminate this Agreement with no penalty.
3. **TERMINATION BY BROKER:** BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time or, immediately with written or verbal notice if in the opinion of BROKER's legal counsel, LANDLORD's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any TENANTS or other persons, interfere with this management agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, fees, bills, fines or any other financial obligations related to the premises or the BROKER. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKERS if the tenant(s) remain in the property after such termination by BROKER. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposits held on behalf of the TENANT.
4. **DEPOSITS:** According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding BROKER harmless for LANDLORD's failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.



5. **RENT AMOUNT:** BROKER will use his best efforts to lease or rent with the following terms:

FULL MONTHS RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be \$50.00 less than monthly rent.

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.

Rental Rates will be the current market rate as determined in the sole judgment of BROKER of \$ _____ or no less than \$ _____ per month unless LANDLORD agrees to a reduced amount in writing. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges and late fees.

6. **INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay direct any condominium/HOA maintenance fees, taxes, insurance, mortgages, and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its employees, agents and assigns, from any and all claims, suits, damages costs, 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. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage. If TENANT is required to purchase "renters Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to BROKER and "Renters Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORDS property. If the LANDLORD requires the TENANT to purchase renter insurance, LANDLORD must direct BROKER in writing PRIOR to the lease signing and must specify what type of "Renters Insurance is required. LANDLORD agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.
7. **DOGS:** LANDLORD affirms that dogs **ARE** **ARE NOT** covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.



8. **UTILITIES:** If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s). At the request of BROKER, LANDLORD may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.
9. **FUNDS:** Any monies collected or received by BROKER will be held in BROKER's bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER administrative services. BROKER shall remit payments to LANDLORD only after funds paid by TENANT have completely cleared BROKER's bank account. This is usually seven (7) business days after funds are deposited.
10. **ATTORNEYS FEES- LEASE DRAFTING:** In the State of Florida, a BROKER is not allowed, by law, to draft a lease, therefore, there will be a charge to the LANDLORD of \$35.00 for attorney's fees for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be Law Offices of Heist, Weisse & Davis, Phone 1-800-253-8428. The charges to cover these attorney's fee(s) will be collected from the first monies received. The attorney will be available to us at no charge for phone consultations in the event of any disputes with the Tenant or related issues and will provide a reduced eviction if attorney files an eviction for LANDLORD.
11. **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation fees, liens, deposits, and/or other fees, fines levied by the association, or assessments and LANDLORD 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 LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments imposed by the HOA or Condo Association. BROKER will make its best efforts to legally force TENANT to comply with the Rules and Regulations. If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation



change, LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.

12. **FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$30.00 to provide same. (The \$30.00 fee is subject to change with notification by first class mail). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys to the BROKER. In unfurnished units, LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida Law and all windows must be operational. If TENANT demands screens or window repairs, landlord agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense.
13. **REKEYING:** BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at LANDLORD'S expense.
14. **LANDSCAPING:** Even if TENANT is responsible in the lease agreement for landscaping, LANDLORD understands and agrees that drought, pests and tenant neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping service and hold BROKER harmless for the TENANT's failure to properly maintain the landscaping.
15. **LOCK BOXES:** BROKER will utilize a lock box to access the premises. Lockboxes are used to allow easy fast access to show the premises to a prospective TENANT. If a lockbox is authorized, LANDLORD shall hold BROKER harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.
16. **VACANT UNITS:** Vacant units are increasingly subject to vandalism, squatters, theft and damage to air conditioning compressors. Broker shall check and/or show vacant units at least two (2) times per month. If more frequent checking is requested, this must be negotiated separately between BROKER and LANDLORD and there may be additional charges. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance does not cover vacant properties and should consult their insurance agent.
17. **LEASING and MANAGEMENT:** BROKER is given the Exclusive Right 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 individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and Attorney's Fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same. In the event 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 BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. LANDLORD 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.

**IF CHECKED, BROKER or BROKERS AGENT IS GIVEN THE
AUTHORITY TO SIGN ALL LEASE(S)**

18. **DAMAGES or MISSING ITEMS:** 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 tenant(s) or their guests. In furnished units, an inventory will be checked by BROKER or BROKER's Agent at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, 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) upon advice of BROKER'S legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Landlord and Broker shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to Broker.
19. **HURRICANES, TROPICAL STORMS, ACTS OF GOD:** BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes, unless agreed to in writing between BROKER and LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.
20. **BROKER'S AUTHORITY:** BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to conduct a background check on the TENANT (S), to screen and approve or disapprove prospective TENANT(S), to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S 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 LANDLORD in writing.



21. **START-UP BANK/REPAIRS:** To begin property management services BROKER requires a start-up bank of \$250.00. This bank will go towards additional advertising if requested by OWNER, any repairs or cleaning to get property "Rent Ready." This money will then be rolled over as your OWNER Management Bank once tenant (s) take occupancy. BROKER is given the right to spend in the amount not to exceed \$250.00 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 difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in BROKER's sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit. In order to maintain the Repair Account, LANDLORD will provide broker with \$250.00 and if this account falls below \$250.00, broker may replenish it from the rents received. In the event repairs are made, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD. LANDLORD agrees that in the event repairs are necessary, LANDLORD will be charged a customer service fee. This fee shall be no less than \$5.00 and no more than \$50.00 to cover arranging for, coordinating and inspecting the repair. BROKER will arrange for all repairs, inspections, maintenance and cleanings by licensed and insured vendors, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes the arrangements with the third party vendor directly. LANDLORD agrees that they shall pay third party vendor directly and shall indemnify and hold BROKER harmless for payment of same. LANDLORD agrees that their third party vendor will also be licensed and insured to follow county/city codes as Florida Law mandates. BROKER reserves the right to get proof of documentation from LANDLORDS third party vendor before allowing repairs, maintenance and or cleaning.
22. **KEYS:** BROKER will require 4 main front door keys, 2 common area keys, 1 mailbox key, 2 garage remotes. There will be a \$5.00 fee plus cost of key for any additional keys made or ordered.
23. **NOTICES:** Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.
24. **FEE:** BROKER shall be entitled to a rental commission for all rent monies collected and shall retain any charges deemed "additional rent" or fee in the lease agreement.

LONG TERM RENTALS: In the event there is a long term lease entered into (6 months 1 day or longer), furnished or unfurnished, the fee will be 50 % of first months rent received or a minimum fee of \$400.00 (whatever is greater).



25. MANAGEMENT FEES: BROKER shall be entitled to an additional management fee of 10% per month MONTHLY on long term rentals (6 months 1 day or longer), furnished or unfurnished or a minimum fee of \$90.00 (whatever is greater).

MANDATORY LONGTERM MANAGEMENT FEE which covers a wide variety of services such as, fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable Florida State and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.

WEEKLY SEASONAL/ SHORT TERM RENTALS: In the event there is a short term lease entered into (29 days or less), furnished or unfurnished, the fee will be 20 % of rents received or a minimum fee of \$150.00 (whatever is greater).

MONTHLY SEASONAL/ SHORT TERM RENTALS: In the event there is a short term lease entered into (6 months or less but not less than 29 days), furnished or unfurnished, the fee will be 15 % of rents received or a minimum fee of \$250.00 (whatever is greater).

MANDATORY SHORTTERM/SEASONAL MANAGEMENT FEE which covers a wide variety of services such as, fully computerized system, making unit “rent-ready,” creating tenant Welcome Handbook/Emergency info, check-in/check-outs, exchange of keys, arranging for and supervising cleanings, repairs, inspections, advertising/ marketing, collection and payment of applicable Florida State and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.

LANDLORD agrees to pay BROKER according to the above schedule after tenants first day of occupancy according to lease, and during the tenant(s) continuing occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties. However, if the property is vacant and considered in writing by BROKER that the property deems additional services such as repairs, cleaning, ect. to get property “Rent Ready” and are to be scheduled and managed by BROKER then LANDLORD agrees to pay BROKER 10% management fee even while property is vacant. LANDLORD agrees to pay an additional fee of \$100.00 each time the lease is renewed.

26. PROCEEDS: BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER's bank. NOTE: Checks are mailed once a month by BROKER and funds shall be paid as soon as tenant(s) funds have cleared BROKER's account(s) as allowed by law. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to landlord and 50% to BROKER. BROKER



retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

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

By signing below, I/We acknowledge that we have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this Agreement, you should obtain the advice of an attorney prior to the execution. FINAL ACCEPTANCE: When duly signed by Broker or Broker's agent, this agreement becomes binding on all parties.

EXECUTED this day of _____:

Owner Print

Owner Signature

Owner Print

Owner Signature

Broker or Authorized Associate Print

Broker or Authorized Associate Signature

