



employment (pursuant to applicable law). Manager may perform any of its duties, and obtain necessary products and services, through affiliated companies or organizations in which Manager may own an interest, and may receive fees, commissions, and/or profits from these affiliated companies or organizations. Manager agrees that if he or she uses any company that he or she owns an interest that the fees charged for any services provided to the Owner shall be within fair market rates. Manager may receive fees, commissions, or profits from unaffiliated companies in the performance of this PMA without prior disclosure to Owner. Manager will provide copies of vendor invoices only upon written request from Owner, which shall be subject to the "Records" fee and costs.

**I. Records.** Manager shall render to Owner via email monthly statement showing all funds collected and all fees and expenses deducted. Owner understands that Manager uses email for such service in the ordinary course of business to keep the cost of operation low; thus if Owner does not provide an email address or requests statements be mailed, a Statement Mailing Fee of \$2.00 per month will be charged for Manager's added burden to comply with such request, plus the costs of paper, stamps, envelopes, and other items.

**J. Assignment.** Manager may (without Owner's consent) assign this contract to another Broker or Property Management office, the terms of this PMA withstanding. Such an assignment is not "just or good cause" for PMA termination.

**K. Legal Authority.** Owner hereby gives Manager the necessary authority to comply with the terms of this PMA and the lease; specifically to

(1) sign and serve legal notices, forms and actions pursuant to Florida Statutes, chapter 83, Part 1 and 2;

(2) pursue and utilize legal action to keep the tenancy in compliance with applicable laws and the lease. If Owner is a part of the Legal Services Program offered in Residential leases, then such utilization of Manager's attorney shall commence as indicated in the Legal Services Addendum. If Owner is not a part of the legal services program or alternatively, the legal services needed do not include the legal services included in the Legal Services Program and Manager needs to utilize legal services of an attorney because of the Manager's inability to *practice law*, then Manager shall notify Owner of such need, in which case, Owner shall notify Manager of his position concerning the need for such legal services within 5 days of Manager's first notification to Owner. If Owner fails to notify Manager within said days, Manager shall be relieved from further notification to Owner, in which case the Owner may forego or waive exercising legal rights in such a case. Thus, it behooves the Owner to notify the Manager immediately after being notified by the Manager;

(3) settle and/or release claims;

(4) reinstate and renew tenancies; and

(5) enter into contracts to carry out the terms of this PMA and lease. Manager is bound by Florida law not to practice law without a license and thus must use the services of a Florida licensed attorney to handle matters considered to be "practicing law." (See Legal Services Program below for benefits to the Owner).

**L. Manager Autonomy & Independence.** Manager is an independent contractor hired by Owner to deliver an end result. Owner may not dictate, control, or direct the manner in which Manager conducts his or her business to carry out the terms of this PMA. Unless otherwise specifically stated herein, Manager shall have full discretion on matters such as, claims to be made on the security deposit, which tenant to accept or reject, the manner in which inspections are conducted, whether or not to utilize liquidated damages upon breach of lease, the persons or companies that are used in furtherance of Manager's duties herein, and any other obligation the Manager has pursuant to the laws of applicable jurisdictions and this contract. However, if Owner insists on certain matters being handled a certain way, Manager and Owner may agree that such matter be handled solely by the Owner, relieving Manager of the responsibility of such. All of Manager's obligations, of course, are governed by his ethical duties as a Florida Real Estate Broker, and Manager shall conduct his or her conduct accordingly. Manager ensures Owner that Manager shall fulfill his or her obligations under this PMA in good faith and with due diligence. Owner's insistence that Manager manage the property "his or her way," such that Manager is not able to efficiently conduct management of Owner's property and such that the Manager's obligation to other owners is hindered, is good cause for Manager to terminate this PMA.

**M. Appliances/Personal Property.**  Owner  Manager shall inventory a list of appliances/personal property remaining on the property for inventory purposes only. It is not the responsibility of the Manager to determine whether or not such items are fit for safe use; however, Manager may refuse to allow certain appliances/personal property to remain on the property if such are not fit for safe use, or in some way devalue the use of the property. Owner will indemnify and hold harmless Manager for any injuries, damages, losses or actions caused by or resulting from any appliances left in the property.

**2. Manager's Compensation.** Owner shall pay the following to Manager as compensation for its services:

**(a) Leasing Set Up Fee. \$ -N/A-** for each tenant lease execution. Said fee includes Manager's conducting a pre-move-in inspection of the property advertising the property for lease, showing the property to prospective tenants, executing application procedures, and executing the lease with the tenant. This fee is Non-refundable.

**(b) Management Fee. 10%** of the monthly **gross rental proceeds** owed or \$65.00, whichever is greater

**(c) Fees Under Lease.**  Owner  Manager (to recoup administration burdens of collection) is to be paid any and all fees or penalties **actually collected** pursuant to the lease, whether or not such fee or penalty is deemed "added rent." Owner  is  is not responsible for any fee owed by the tenant per lease fee addendum in the event tenant does not pay for said fee(s). Manager does not guarantee that Tenant will pay any such fees but ensures Manager's best efforts to enforce the lease agreement in the best interest of the Owner. Owner gives Manager discretion in the collection of fees above normal rent, unless otherwise agreed in writing.

**(d) Lease Extension Fee. \$ -N/A-** for each lease extension/renewal of the lease.

**(e) Real Estate Commission Fee.** If the property is sold to a purchaser procured by Manager, the Owner agrees to pay Manager a percentage fee of **-N/A-** %. If percentage fee is not hereby included, a separate agreement must be entered into between Owner and Manager concerning sales.

**(f) Tenant-Occupied-Property Set-Up Fee. \$100.00,** but **only charged if property is already tenant occupied.** This fee shall cover costs associated with setting up tenant in Manager's system and converting to our lease and/or dealing with prior issues left behind from Owner or previous manager. This fee is Non-Refundable.

**(g) Commission for Acts of Repair. General Contracting Fee.** If Manager employs (with notice to Owner) a contractor or subcontractor for general remodeling or preparing a property for initial renting (other than normal and minor day to day repairs), Manager shall be paid the greater of **10%** of contract price or **\$-N/A-** the total costs. However, this fee shall not be charged for replacement repairs of A/C or roof. **Disaster Contracting Service Fee.** If any disaster causes damages to the property and Manager (with notice to Owner) employs a contractor or subcontractors and insurance monies are used to employ said persons, Manager shall be paid the greater of **10%** of contract price or **\$-N/A-** the total costs: said fee shall be paid at time of insurance disbursement. Manager will acquire up to **2** bid(s) on behalf of the Owner. **Additional Bid Fee.** Owner will pay Manager **\$50.00** for each additional bid. **Owner has the right to contract for repairs independent from Manager and not pay this fee; however, Owner shall notify Manager of any work or repairs being conducted to the property and the date(s) thereof for purposes of maintaining an accurate property file.**

**(h) Miscellaneous Services.** If Owner wants Manager to perform any services not included in this PMA and Manager agrees to such services, Manager shall be compensated at a rate of **\$50/hour.** This fee will be negotiated up front prior to being charged to owner.

**(i) Property Set Up Fee.** Owner shall pay Manager a Property Set Up Fee in the amount of **50%** of the first month's rent for any property that Manager must **perform any task to get the property ready to be placed on the market for rent.** This includes the Manager's having to coordinate cleaning, repairs, yard maintenance, refurbishing, or any other item that needs to be performed prior to placing the property on the market for lease. This Fee is Non-Refundable and is separate from the "Leasing Set Up Fee."

**(j) Property Holding Fee. -N/A-%** of the Property Holding Fee if Manager; this is conditioned upon the "right" to retain such from Applicant.

**3. Power of Attorney. (a) Grant.** The Owner hereby appoints Gulf Coast Property Management Co., Inc. to act as his or her power of attorney in fact for purposes of executing any residential or commercial lease relating to this PMA and hereby grants authority to said power of attorney to use any and all lawful means to carry out this PMA.

**(b) Acceptance.** POA accepts Owner's appointment and grant pursuant to this PMA.

**4. Term.** This PMA shall naturally terminate 12 month(s) from the execution of this PMA. If at the expiration of this PMA, there is a tenant(s) (who was procured during PMA term) currently leasing the property, the PMA shall renew until such time as said tenant(s)' lease expires or until such time as the last remaining tenant's lease naturally expires, and Owner shall pay Manager PMA compensation until such termination date. If this PMA is renewed, Owner authorizes and grants to Manager all powers and authority stated herein. The term of this PMA may be terminated as described herein.

**5. Notices.** Any and all notices to Owner or Manager, which effect the term, condition, effectiveness or legality of this PMA, shall be served by sending such notice by this method: **certified mail with return receipt or hand delivery** at the following address for Manager **600 University Office Blvd, Suite 1D, Pensacola, FL 32504** and the following address for Owner «Owner\_Mailing\_Address»; or at any different address which the parties may later designate for this purpose. For all other "notifications," see "notify" above. Manager is relieved of any duties to respond to notices delivered by tenant if this PMA is terminated within said notice period. In such a case, It is Owner's duty to verify with the tenant of any pending notices sent to Manager. Owner must send Manager notice immediately upon a change in address. If Owner delivers any hand-delivered notices to Manager, it is his or her duty to obtain confirmation of receipt and to retain proof of delivery to ensure that Manager received said notice. Owner hereby notifies Manager that his or her contact information is as follows: (a) **Phone #:** \_\_\_\_\_ (home), \_\_\_\_\_ (cell); (b) **Email Address:** \_\_\_\_\_ Owner must notify Manager immediately of any changes in contact information.

**6. Owner's Responsibilities.** Owner shall:

<p>(1) provide all documents and cooperation required by Manager to carry out this PMA;</p> <p>(2) carry comprehensive public liability insurance against any and all claims or demands whatsoever arising out of or in any way connected with the operation, leasing or maintenance of the property, in the maximum amount per occurrence allowed by Owner's insurance provider. Said policy shall be written to protect Manager in the same manner as Owner, and shall provide proof of such coverage and the renewal thereof on an annual basis;</p> <p>(3) notify and furnish Manager copies of all notices of default, threatened acceleration or foreclosure of a lien securing the property and of any and all contracts for sale, options to purchase, contract for deed, or any other contractual obligation affecting the property;</p> <p>(4) comply with this PMA; FS 83; homeowner's and condominium association's rules, bylaws, and regulations; and all Federal, state and/or local laws concerning the furnishing, maintenance and treatment of the property and lease;</p> <p>(5) provide and pay for the following utilities (if any): _____.</p> <p>(6) notify Manager immediately of any correspondence, actions, or circumstances affecting the property and/or lease pertaining thereto;</p> <p>(7) keep or allowed property to be kept in compliance with Florida's "warranty of habitability."</p>	<p>(8) not hinder Manager from lawfully executing any lease and this PMA; not interfere with tenant's right, use and enjoyment of the property during lease term; not interfere with the Manager's rights under this PMA to collect rent, additional rent and other monies owing from Tenant pursuant the lease;</p> <p>(9) immediately notify Manager of any known defects or problems with any item on the property;</p> <p>(10) pay all mortgage payments on time to prevent foreclosure on property and interference with the tenant's right and use of the property keep the property (or allowed the property to be kept) in compliance with all health, safety, building, and life codes required by any federal, state or local agencies;</p> <p>(11) keep <u>Property Maintenance Operating Account</u> no less than <b>\$250.00</b> at all times; pay all authorized expenditures pursuant to this PMA. If the expenditure to be paid by the Owner is the type that requires notice by Manager (See "Maintenance"), pay such expenditures within <b>10 days</b> of notice by Manager: if Owner does not pay said expenditures within said time, Manager is authorized to deduct funds needed to pay said expenditures from rental proceeds. (See "Maintenance" provision for "emergencies"). Manager may increase the required amount for the operating account when necessary to cover increases in costs.</p>
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**7. Equal Housing Opportunity.** The property must be offered in compliance with federal, state and local anti-discrimination laws. In the event the Owner violates, solicits Manager to violate, or refuses to cooperate with Manager's compliance with said laws, Manager may terminate this PMA immediately. Owner understands that Manager may not hold Military tenants liable for the remaining term of a lease, in the even they are transferred before the natural expiration of the lease, pursuant to FS 83.682. Furthermore, Owner understands that Manager may not discriminate against military tenants based upon their military status.

**8. Tenant's Security Deposit.** Manager shall obtain a security deposit from the tenant to secure the performance of the lease in an amount no less than **100%** (percentage) of 1 month's rent. Manager must hold and handle said deposit in accordance with FS 83.49. Owner shall hold harmless and indemnify Manager for any damages not secured through a security deposit claim where said damages were not apparent to Manager after making a reasonable vacate inspection.

**9. Transfer of Security Deposit.** If at any time this PMA is terminated, Manager will transfer security deposits to Owner or new agent (if Manager has knowledge of such) within 30 days of said termination and will send an accounting of said deposit to tenant. Owner will indemnify and hold harmless Manager for any and all actions, suits, proceedings, damages, judgments, or liability relating to the disputed security deposit post-transfer.

**10. Pets.** Manager (choose one)  shall  shall not be permitted to allow animals on the property pursuant to any lease executed by Manager. If so, such lease shall provide for the payment of a refundable pet deposit in the amount of no less than **\$250.00** per pet with a limit of \_\_\_\_\_ pet(s), with each pet not to exceed \_\_\_\_\_ pounds. Additionally, any pet deposit will be considered additional security deposit money, which shall be treated according to FS 83.49 and the lease. Owner understands that restriction of pets greatly reduces the number of possible renters for their property.

**11. Property Disclosure Statement.** Owner hereby certifies that there are no material defects or dangerous conditions concerning the property and/or appliances/personal property remaining; that there are no outstanding adverse claims, deeds, titles, interests, contracts for sale, options to purchase, contract for deed or any other contractual obligations concerning or affecting the property, nor any defaults relating thereto; and that the property is not subject to flooding. If any dwelling on property was built prior to 1978, Owner shall disclose to Manager all information and documentation pertaining to such paint and hazards as required by Federal, state or local law.

**12. Costs.** Owner is responsible for any and all costs associated with the management of his or her property; shall advance any such costs to Manager as needed; and shall reimburse Manager for any costs paid by Manager. If Owner does not have sufficient funds in Property Maintenance Account to pay for costs, Manager may advance such costs and deduct said costs from future rents paid—Owner need not exhaust his or her abilities to collect from tenant or other responsible party to deduct such costs. Costs include, but are not limited to, maintenance; repairs; vendors; legal costs; making/sending copies of invoices, receipts, bills, etc.; utility activation; re-keying, etc. If litigation arises and an applicable Court deems that the opposing party is the "prevailing party" and orders the "losing party" to pay for attorney's fees and costs, Owner shall be solely responsible for such fees and costs and shall reimburse and indemnify Manager of any such fees and costs.

**13. Change Locks.** Owner understands that upon Tenant vacating premises for lease termination, there are higher risks of liability and damage to the property if the locks are not immediately changed. Understand that the "risk period" of the locks not being changed is when former tenants move and the house is vacant; it is before the new tenants sign a new lease and occupy the premises; it is when the former tenants have access to the premises while the house is vacant. Thus, even though the new tenants may change the locks at their expense, this does not reduce the risk of loss to the Owner during the "high risk period." Knowing such risks, Owner hereby (choose one)

authorizes Manager to change locks upon each vacancy at Owner's expense  chooses not to change the locks upon each vacancy and assumes the risk of former-tenants being able to access property and give others access to the property and potentially causing damage.

**14. Legal Services Program.** This applies to Residential leases only. Baldwin Law Offices, PA is a law firm specializing in landlord-tenant matters and has a Property Management Legal Services Program, of which Manager is a member. This program benefits the Owner in representing his or her property interests during the term of this agreement. (See Legal Services Addendum for benefit details). This provision is conditioned upon and will apply as long as the attorney-client relationship exists between Manager and Baldwin Law Offices, PA or its successor. Any costs for legal services not provided under this program shall be the sole responsibility of Owner, and in the event the Owner needs legal services outside of the agreement between Manager and his or her own attorney or Baldwin Law Offices, PA (or its successor), it is the Owner's responsibility to procure such legal services at his or her cost. The cost of this legal services program is **\$5.00**  per year/unit  per month/unit. This charge is not to be applied towards attorney's fees owed by Manager to his or her attorney, but is specifically designed to cover the costs of the legal services provided by Baldwin Law Offices, PA to benefit the Owner. Owner is not responsible to pay Manager's legal fees incurred outside of this legal services agreement. Manager is responsible for his or her own legal fees regarding its relationship with his or her attorney.

**15. Optional Services.**

**(a) Filter & A/C Service.** This service is performed when an inspection is done (typically twice annually) and includes bleach solution being poured into the "T" line of the A/C system and also changing the filter. The cost for this service is \$N/A per occurrence. Owner understands that this service lowers the likelihood of A/C condensation lines backing up water into the home, which is a common occurrence if this is not performed regularly. Unless initialed here, owner agrees to use this service: (check one)

Yes, I want this service       No, I do not want this service

**16. Attorney's Fees & Jury Trial.** In any action, proceeding, or arbitration arising out of this PMA, the prevailing party shall be entitled to reasonable attorney's fees and costs. Any suit between an Owner and a tenant in which the Manager is made a party due to acting as an escrow agent under this contract, or in any suit in which the Manager interpleads the escrowed funds, the Manager shall recover reasonable attorney's fees and costs incurred and are to be paid out of the escrowed funds. The parties hereby waive their right to a jury trial on any issue arising from the subject matter of this PMA.

**17. Tenant's Information.** Owner is entitled to information regarding any tenant or occupant residing or visiting the property in possession of the Manager except for tenant applications, social security number(s) and/or "credit report" or any other information protected subject to the Federal Fair Reporting Credit Act.

**18. Early Termination of PMA.**

**(a) Without Cause Termination.** This PMA may be terminated in writing only by giving the Manager no less than **60** days' notice. If Owner terminates this PMA "without cause" (meaning, Manager has not *materially*<sup>1</sup> breached the PMA): (Check one)

Manager shall hold Owner liable for any compensation due herein if any tenant (procured pursuant to this PMA) remains in the property after such termination; OR

Owner shall pay Manager a Voluntary Cancellation Fee of **\$500.00** per leased-executed property, which shall be deemed liquidated damages and is a reasonable estimation of damages that are unknown and unascertainable at this time. At time of termination, any and all costs owed to Manager shall become immediately payable to Manager. (WHICHEVER OPTION IS GREATER)

**(b) With Cause Termination.** Should Owner desire to terminate this PMA "with cause" for Manager's alleged material breach of this agreement, Owner must give Manager written notice of such breach and **30** days to cure said violation.

**(c) Pre-Tenant-Lease Termination.** In the event the Owner terminates this PMA prior to Manager's procurement of Tenant executing a lease, Owner shall pay a liquidated damages fee to Manager for his or her expenses, time, inconvenience, potentially lost profits and labor for attempting to lease said property in the amount of **\$200.00** per property. If Manager has procured a Tenant's execution of a lease and Owner terminates this PMA early, then this particular provision shall not apply to said property that has been leased (See paragraph "a" above), but shall only apply to the properties where a lease has not been executed by a Tenant. This fee shall be deemed a reasonable estimation of the damages that are unknown and unascertainable at this time.

**(d) Manager's Termination.** Manager may terminate this agreement if: **(1)** the property is condemned or destroyed or sold and title is transferred; **(2)** a petition for bankruptcy is filed by Owner; **(3)** foreclosure is filed regarding property; **(4)** Owner fails to comply with this PMA, any ordinance, law, rule, order or regulation by any federal, state or local government agency, authority, or official claiming to have jurisdiction with respect to the rental of the property; **(5)** the Manager dissolves the company entity operating its management functions for reasons beyond the reasonable control of the Manager; **(6)** the Manager is ordered by a court of competent jurisdiction to cease and desist management operations; or **(7)** the Manager is in some way not able to comply with the terms of this PMA for circumstances out of the reasonable control of the Manager. Manager shall give Owner written notice of such termination and will transfer management to whomever the Owner directs.

**(e) Miscellaneous.** In the event the Manager or its company transfers or assigns the rights of this PMA to another broker and/or company, such an event does not give the Owner the right to terminate this PMA.

**(f) Multiple Properties.** Owner understands that this PMA applies collectively *and* individually to all of the properties managed by Manager. As such, if Owner violates this PMA with regard to one property, Manager has the right to terminate the entire PMA regarding all of the properties, and as such, all such properties shall be subject to the termination provisions herein.

**(g) Property Transfer.** Owner's selling and/or transferring and/or assigning the property does not relieve the Owner from his or her financial obligations under this PMA and in such an event, such a transfer shall be considered a termination of this PMA, whereby the Owner shall be responsible to pay either the termination fee or compensation fees, whichever is provided for pursuant to this PMA. However, in the event the new owner enters into a property management agreement with Manager for the management of the property, Manager will credit the Owner for all payments received from the new owner on behalf of Owner's account under this PMA, and in the event this PMA calls for a liquidated damages termination fee, Manager entering into a new management agreement with the new owner shall relieve the Owner from paying a liquidated damages fee.

**19. Foreclosure.** If a mortgagee files a foreclosure action in the clerk of court, (*check one*)  (1) Owner shall pay Manager all fees and compensation due under the current lease and this PMA, accelerated, and Manager may deduct such fees and compensation from rents received, and (2) Manager shall freeze Owner's funds on account for the express purpose of negotiating and settling any claims the Tenant may have (if any) during their statute of limitations as a result of the property going into foreclosure; OR  Manager may terminate this PMA and Owner shall pay Manager an Involuntary Cancellation Fee of **\$500.00**, which shall be deemed liquidated damages and is a reasonable estimation of damages that are unknown and unascertainable at this time. If a foreclosure is filed, Owner gives Manager the authority and discretion to facilitate an amendable resolution with the Tenant to prevent the Tenant from causing problems with Manager and/or Owner that are in the interests of the parties involved.

**20. Acts of God.** Manager shall not be responsible to take any precautionary measures to avoid any damages from any "Acts of God" or other natural disasters. It is the sole responsibility of the Owner or the Tenant (according to the lease). Thus, when, say, a hurricane, tornado or flood presents itself, it shall not be the responsibility of the

<sup>1</sup> "Material" breach shall mean that that nonperformance of the PMA must go to the essence of the contract, and the breach must be the type of breach that would discharge the injured party from further contractual duty on its part.

Manager to install window shutters, boards; to secure loose items in the yard; to cut "rotten branches" from trees; to place sandbags around the premises, and similar precautionary measures. If Owner desires to have such measures taken, Owner may contract such measures through either the Manager as "Miscellaneous Services," where Manager may contract such services out to those who are hired to complete said tasks; or Owner shall contract such services independent from the Manager.

**21. Indemnification:** Owner agrees to pay, and to protect, indemnify, and save Manager harmless from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Owner and Manager), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to the property or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the property or any part thereof, or resulting from the condition thereof; (ii) violation by Owner, contractor, subcontractor, tenant, sub-lessees, occupants, guests or family of the lease, any contract or agreement to which Manager or Owner is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the property or any part thereof, or the ownership, occupancy, or use thereof, (iii) losses suffered by Owner as a result of the refusal or failure of a tenant to pay rent, carry required insurance or otherwise comply with the terms and conditions of any lease affecting the Property, or from the misconduct, tortious acts or negligence of any tenant, contractor, subcontractor, sub-lessees, occupants, guests or family, (iv) losses suffered by any person as a result of any natural disasters or Acts of God. In the event Manager is made a party in any litigation arising out of this PMA, or any lease entered into by and between Manager and any tenant, Owner shall hold Manager harmless from all claims made, including reimbursements of Manager reasonable attorney's fees and court costs, including those on appeal, if any.

**22. Binding Agreement.** This PMA shall be binding upon and shall inure to the benefit of Owner and Manager and their respective heirs, administrators, executors, successors and assigns. No changes shall be made to this PMA unless both parties agree in writing.

**23. Entirety Clause.** This PMA and attachments set forth the entire agreement between Owner and Manager, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this agreement must be in writing. If Owner entered this PMA upon reliance of certain oral representations or understandings, Owner hereby waives any reliance of such representations or understandings as being "material facts" to Owner's executing this PMA. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this agreement shall be in effect.

**24. Error & Omission.** In the event there is any typographical error or omission in this PMA or any addendums that is an obvious typographical error, given the terms of the PMA, addendums or other evidence reflecting the true intentions of the parties, which does not materially affect the terms of this PMA, Manager shall have the right to correct such error or omissions and the Owner shall re-execute said document(s) and shall hold Manager harmless for any such error or omissions.

**25. Home Warranties.** If a home warranty exists regarding the property, then for any repairs covered by the warranty, (*check one*)  the Owner must comply with the terms of the warranty contract and bears the sole responsibility of utilizing the warranty, meaning that the Owner must submit the order of repair to the warranty company and ensure the warranty companies' cooperation and completion of said repairs, OR  the Owner must provide Manager with all information, documents or otherwise and facilitate Manager's use or execution of the warranty. Owner shall provide to Manager a copy of any said applicable home warranties. Owner shall cooperate with various home warranty companies in the maintenance of the property (when applicable). If warranties are not presented at time of contract commencement, Manager will not be liable for work performed by a repair service of its choice. Should Manager determine that the warranty company or its subcontractor is unresponsive or untimely, Manager may contract for necessary repairs with a repair service company of its choice in compliance with its authority under this PMA. Owner assumes all responsibility for renewal of warranty contract(s) and payment of policy premiums.

**26. Liquidated Damages Option.** Pursuant to Florida Statutes 83.595, landlords have the ability to offer to the tenant a lease addendum provision that allows for liquidated damages to be used in the event the tenant breaches the lease, surrenders or abandons the premises prior to the natural expiration of the lease, on the following conditions: (A) The amount of liquidated damages can be no more than the amount equal to 2 month's rent; (B) The PM cannot require the tenant to give the PM more than 60 days' notice of lease termination; (C) The PM cannot collect any rent beyond the month in which the PM takes possession of the premises; and (D) The tenant's breach is something other than the tenant failing to give 60 days' notice pursuant to FS 83.575. Owner understands that if he or she opts to use this provision, the Owner will not be able to pursue damages of unpaid rent during the remaining months of the lease term, and will be limited to the amount of liquidated damages. Owner hereby authorizes the following action to be taken by the Manager in this regard: (*Manager check/choose one*)

Manager shall use the liquidated damages provision in every lease executed on my behalf. Manager shall use the maximum liquidated damages amount allowed by law, unless otherwise consented to.

Manager shall have the sole discretion in determining whether or not to use the liquidated damages provision in every lease executed on my behalf. Manager shall use the maximum liquidated damages amount allowed by law, unless otherwise consented to.

**27. Compliance with Lease Terms.** Owner understands that the Manager must comply and comport with his or her responsibilities under Florida Statutes and the lease. The tenant has a right of "quiet use and enjoyment," and neither Owner nor Manager can disturb that right. If Owner decides he or she intends to put the property "For Sale," Owner may not place a sign in the yard no sooner than **60** days before the natural termination of the lease, and the property may not be shown more than **5** per week. All showings must be coordinated through the Manager. Any persons showing the property who disturb the tenant's rights under the lease shall not be permitted to show or visit the property. Any non-party to this contract may only visit the property after being approved by the Manager. Any insistence on the Owner to unlawfully breach the lease and/or the responsibilities per law or contract shall be good cause to terminate this agreement.

*Owner's Signature certifies that he or she has read, understood and agreed to all terms set forth herein.*

_____	_____	_____
«Owner_Name_1»	«Owner_Name_2»	Don Huntley
Date _____	Date _____	Date _____

**PROPERTY MANAGEMENT LEGAL SERVICES ADDENDUM TO PMA**

**Property Management Law Firm:** Baldwin Law Offices, PA is a law firm based in Pensacola, FL specializing in property management representation and is one of the very few law firms in Florida that directs its practice solely to helping property management companies, which in turn helps the homeowners. Baldwin Law Offices, PA represents many very reputable property management companies, and we decided it was time for our company to take advantage of their unique services. We are very proud to present that our company now uses the unique legal services of Baldwin Law Offices, PA to better manage and protect your property. Attorney Baldwin designed this service to cost very little but to provide services unlike anything you will see anywhere else.

**Enrollment of the Legal Services:** Legal Services are rendered only to property management companies enrolled, and delivery of services to such companies is directly correlated to and with enrolled properties. If the property is not enrolled, such property will not receive the benefits of these legal services and you would be charged separately and individually for such legal services. The term of this legal service is directly mirrored to owner's property management agreement with our Company—in other words, the legal services would terminate if your property management agreement terminated.

**Legal Services Included:**

- Legal Consultations & Advice to Property Manager—Anytime!
- Continual Legal Updates to Property Manager
- Tenant Problem Intervention and Follow Up Proposal for Resolution
- Correspondence & Advice with Property Manager regarding Owner's Property<sup>2</sup>
- Plaintiff County Court Eviction Actions (*both Contested & Non-Contested!*) for Non-Compliance of Lease Terms and/or Addendums
- Defense Representation of Tenant's "Motion to Determine Rent" & "Motion to Withhold Rent"
- County Court Prosecution or Defense of Security Deposit claim or dispute issues
- County Court Prosecution of Florida Statute, chapter 83 Temporary Restraining Orders
- Preparation of Lease, Agreements, Renewals, Addendums, Notices & other contracts and forms<sup>3</sup>

**Just Some of the Benefits:**

- Reduce your risks of liability in the property rental business
- Remain legally sound at all times
- Have legal advocacy on your side at all times from a property management attorney expert
- Reduce your risk of having to pay for large attorney's fees in representing your property interest
- Equip your property manager with legal advice, forms, leases needed to properly represent your property
- Pay very nominal costs for extraordinary services
- Prevent Tenants from taking advantage of you and the legal system to your detriment
- The team of a legal expert in the landlord-tenant field works for your interests

**Legal Services Not Included<sup>4</sup>:**

- Costs (e.g. filing fee, service of process, etc.)
- Defense Representation of unilaterally-filed legal actions (e.g. Owner commits unlawful act against tenant)
- Federal/Appellate/Circuit Court/Collection Actions/Damages Actions
- Sales issues, Options agreements, and other Non-Landlord-Tenant Matters
- Legal matters between the Owner and other parties other than the Tenant and/or occupants (e.g. vendors)

*Owner's Signature certifies that he or she has read, understood and agreed to all terms set forth herein.*

<p>_____</p> <p>«Owner_Name_1»</p> <p>Date _____</p>	<p>_____</p> <p>«Owner_Name_2»</p> <p>Date _____</p>	<p>_____</p> <p>Don Huntley, Broker</p> <p>Date _____</p>
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<sup>2</sup> All correspondence with Attorney is conducted through Manager, unless Attorney needs otherwise

<sup>3</sup> Note: Manager is very limited by Florida Law regarding "practicing law": Manager may not prepare or execute leases and may only use a "FAR/ BAR" lease (not created for your interest in mind). Only a licensed FL attorney can prepare and execute leases on your behalf. Likewise, Manager may only file an eviction for nonpayment of rent in a non-contested case. This means we cannot even show up at hearings on your behalf. All other situations must be handled by an attorney. To engage an attorney for these services would be cost-prohibitive. Thus, Baldwin Law Offices handles these situations for us.

<sup>4</sup> Separate agreement is necessary between owner and Attorney