

# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT



Dear Homeowner:

Welcome to BRIC Property Management!

We look forward to being of great service to you for the duration of ownership of your Central Florida Investment Property. Our goal is to provide you with industry leading customer service and be available to you 24-hours online access to your property, including invoice, forms, etc. and partner with some of Central Florida's best vendors to ensure your property will be maintained in excellent condition.

We are confident that this is the beginning of a prosperous relationship; please feel free to contact us with any questions or concerns.

Sincerely,

BRIC Property Management Team



## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

### OWNER INFORMATION

First Name		Middle Name		Last Name	
Mailing Address					
City	State	Zip	Email		
Home Phone:		Cell Phone		Work Phone	
Social Security Number (SSN) / Tax Identification Number (TIN)					<input type="checkbox"/> SSN <input type="checkbox"/> TIN
First Name		Middle Name		Last Name	
Mailing Address					
City	State	Zip	Email		
Home Phone		Cell Phone		Work Phone	
Social Security Number (SSN) / Tax Identification Number (TIN)					<input type="checkbox"/> SSN <input type="checkbox"/> TIN

### PROPERTY INFORMATION

Address					
City	State	Zip	Community		
Bedrooms	Bathrooms	Square Feet	Floor Level	Year Built	Year Remodeled
Rent	Deposit	Available	Pets Allowed	Pet Deposit / Fee	Weight Limit
Included Utilities					
Upgrades or Views					
<input type="checkbox"/> No Washer / Dryer Connections <input type="checkbox"/> Washer / Dryer Included <input type="checkbox"/> Washer / Dryer Connections <input type="checkbox"/> Side-by-Side <input type="checkbox"/> Stackable <input type="checkbox"/> Inside <input type="checkbox"/> Outside / Garage					
Mailbox #	Gate Access Code	Onsite management	Phone		
Parking:	Unassigned	Assigned	Attached Garage	Detached Garage	Parking Garage
Covered Parking					
<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 Car Garage		Space Number	<input type="checkbox"/> Key provided by owner <input type="checkbox"/> Call Owner / Tenant for Showing		

### UTILITY INFORMATION

Electricity Provider	Phone
Water / Sewer Provider	Phone
Other Service	Phone

### SHOWING INSTRUCTIONS

	<input type="checkbox"/> Owner Occupied
	<input type="checkbox"/> Tenant Occupied
	<input type="checkbox"/> Vacant
	<input type="checkbox"/> Pet on Premises

### SERVICES INCLUDED (PAID BY OWNER OR HOA)

<input type="checkbox"/> All bills paid	<input type="checkbox"/> Gas	<input type="checkbox"/> Laundry	<input type="checkbox"/> Security System	<input type="checkbox"/> Trash
<input type="checkbox"/> Cable	<input type="checkbox"/> Heat	<input type="checkbox"/> On-site Security	<input type="checkbox"/> Sewer	<input type="checkbox"/> Trash Pickup
<input type="checkbox"/> Electric	<input type="checkbox"/> Hot Water	<input type="checkbox"/> Pool Service	<input type="checkbox"/> Telephone	<input type="checkbox"/> Water

MANAGER initial \_\_\_\_\_ OWNER(s) initial \_\_\_\_\_

PAGE 2 OF 7





## RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

### AMENITIES

<input type="checkbox"/> Additional Storage	<input type="checkbox"/> Gas Fireplace	<input type="checkbox"/> Garden Tub	<input type="checkbox"/> Loft	<input type="checkbox"/> Sunroom
<input type="checkbox"/> Alarm	<input type="checkbox"/> Alarm	<input type="checkbox"/> Garden Window	<input type="checkbox"/> Mini Blinds	<input type="checkbox"/> Vaulted Ceilings
<input type="checkbox"/> Balcony	<input type="checkbox"/> Balcony	<input type="checkbox"/> Gas Fireplace	<input type="checkbox"/> Pantry	<input type="checkbox"/> Walk-in Closets
<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> Handicapped Accessible	<input type="checkbox"/> Patio	<input type="checkbox"/> Wet Bar
<input type="checkbox"/> Corporate	<input type="checkbox"/> Corporate	<input type="checkbox"/> Handrails	<input type="checkbox"/> Patio/Balcony	<input type="checkbox"/> Window Coverings
<input type="checkbox"/> Courtyard	<input type="checkbox"/> Courtyard	<input type="checkbox"/> Hardwood Floors	<input type="checkbox"/> Separate Dining	<input type="checkbox"/> Wood Fireplace
<input type="checkbox"/> Den	<input type="checkbox"/> Den	<input type="checkbox"/> Large Closets	<input type="checkbox"/> Skylight	

### APPLIANCES

<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Garbage Disposal	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Stoven/Oven
<input type="checkbox"/> Frost Free Refrigerator	<input type="checkbox"/> Gas Stove	<input type="checkbox"/> Self Cleaning Oven	<input type="checkbox"/> Trash Compactor
<input type="checkbox"/> Full Size Washer/Dryer	<input type="checkbox"/> Icemaker	<input type="checkbox"/> Stackable Washer/Dryer	
<input type="checkbox"/> Full Size Washer/Dryer Connections	<input type="checkbox"/> Microwave	<input type="checkbox"/> Stackable Washer/Dryer Connec-	

### COMMUNITY FEATURES

Basketball Court	Door Attendant	Housekeeping	Playground	Sundeck
BBQ Grills	Elevator	Housesitting	Pool	Tanning
Broad Band Internet	Fitness Center	Jogging Trail	Racquetball	Tennis Court
Business Center	Free Weights	Laundry	Rec Room	Theater
Car Wash	Gated	Library	Resident Loungue	Transportation
Childcare	Group Exercise	Onsite Maintenance	Sauna	Volleyball Court
Clubhouse	Guest Room	Onsite Management	Spa	Water Volleyball
Concierge	Health Club Discount	Package Receiving	Storage Space	Yard

### ELEMENTARY SCHOOL

### MIDDLES SCHOOL

### HIGH SCHOOL

### PUBLIC REMARKS

### SERVICE CONTRACTS

Property Insurance	Contact
Policy #	Phone
Home Warrant	Contact
Policy #	Phone
Other	Contact
Policy #	Phone





# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

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This Agreement is made and entered in by and between BRIC Property Management, hereinafter referred to as MANAGER and Owner(s) as listed above, hereinafter referred to as **OWNER**  
For and in consideration of the mutual covenant contained herein, the parties agree as follows:

### EXCLUSIVE RIGHT TO LEASE AND MANAGE

OWNER hereby employs MANAGER exclusively, giving the MANAGER the exclusive right to Lease and Manage under the terms and conditions as hereinafter set forth for OWNER's PROPERTY described as and hereinafter referred to individually and collectively as PROPERTY. It is understood and agreed that MANAGER is the sole procuring cause of any lease, written or oral that may be negotiated during this agreement, even if said lease may have been negotiated either directly or indirectly by the OWNER(s) themselves. If OWNER leases the PROPERTY within 90 days following the termination of this Agreement to any prospect with whom OWNER or MANAGER communicated during the term regarding the leasing of the PROPERTY, OWNER owes MANAGER commission as if it was rented during the term of this Agreement.

### TERM

This Agreement is entered into by the parties hereto for not less than twelve (12) months, beginning on the date signed by OWNER below, hereinafter referred to as ANNIVERSARY DATE. This Agreement shall automatically renew for an additional twelve (12) month period on each ANNIVERSARY DATE. Either party may cancel this Agreement on its ANNIVERSARY DATE by giving the other written notice to terminate this Agreement at least 60 days prior to said ANNIVERSARY DATE.

### TERMINATION

OWNER may opt to terminate this Agreement at any time by giving the required written notice. If within 90 of signing this agreement and no tenant has been placed OWNER may terminate this agreement by providing a 30 day written notice and paying a \$300 advertising and administrative fee. After 90 days, if no tenant has been placed, OWNER may terminate this agreement with no penalty by providing a 30 day written notice. If a tenant is in place OWNER may terminate this agreement by providing a 30 day written notice and paying a termination fee of \$250. MANAGER 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. MANAGER may withhold funds for thirty (30) days after the end of the month in which this Agreement is terminated to pay any obligation; OWNER shall pay MANAGER remaining proceeds within thirty (30) days of termination date. In the event this Agreement is terminated by either party, regardless of cause, the parties agree that MANAGER shall have no further obligation to rent, lease, or manage the PROPERTY.

### MANAGER COMPENSATION

In consideration for the services to be rendered OWNER agrees to pay MANAGER each month any and all of the following forms of compensation as may be applicable as they become due:

1. For Management: A flat fee of \_\_\_\_\_ or \_\_\_\_\_ % of the gross monthly rents collected. Should a security deposit claim be made to cover any unpaid rent, management fees will be applicable to such rent also.
2. Tenant Identification and Placement: \_\_\_\_\_ of the first full month's rent. If the tenant and their lease are already in place, there will be no Tenant Identification and Placement fees charged for that lease.
3. Lease Renewal with Current Tenant: If after the initial term, the lease is renewed with the original tenant, additional consideration of \$100.00 will be charged to cover the administrative cost of renewing the lease.

### MANAGEMENT AUTHORITY

The OWNER expressly grants to the MANAGER herein the following authority:

1. Full management and control of said PROPERTY with authority to collect all rent and other monies and securities from tenant in PROPERTY and issue receipts thereof. OWNER shall be responsible for and shall reimburse, or pay in advance as requested by MANAGER, all third party (vendor or repairman) expenses incurred or to be incurred by MANAGER pursuant to this Agreement. When possible such reimbursements will be deducted from rent prior to disbursement to OWNER.
2. To accept and qualify applications for rental and to perform credit checks and other screening services, to approve or decline such applicants according to MANAGER's policies. OWNER shall not be provided with Tenant(s)' credit report and/or Application unless specifically authorized in writing by the tenant and the provider of the credit report.
3. For MANAGER to prepare and negotiate new leases and renewals and terminations of existing leases as deemed appropriate by MANAGER. MANAGER is authorized for and on behalf of OWNER to execute leases and lease renewals.
4. To provide for any and all negotiating and contractual arrangements (in the name of the OWNER) by MANAGER's maintenance division or independent contractors for any and all repair services, vermin extermination, and trash removal deemed necessary by the OWNER and/or the MANAGER, and to pay the MANAGER's maintenance division or independent contractors for these services, repairs and improvements from the OWNER's funds. On each improvement and repair item that exceeds \$250.00 (except emergency repairs), OWNER's approval shall be obtained first. OWNER shall provide or bear cost of providing all keys and required access cards, key fobs, and/or remotes to the PROPERTY.
5. To serve legal notices upon Tenants and to prosecute in the name of the OWNER, or in the name of MANAGER, and at the OWNER's expense legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney of MANAGER and OWNER hereby specifically agrees that MANAGER may use said attorney as MANAGER's attorney in any dispute between OWNER and MANAGER. OWNER acknowledges and agrees that any communication between OWNER and attorney shall not be deemed to be an attorney/client communication in any action between the OWNER and MANAGER. OWNER further authorizes MANAGER to compromise and settle claims on the OWNER's behalf as may be necessary in the MANAGER's judgment.
6. OWNER agrees that MANAGER, without accounting to OWNER, may collect as additional management fees: late fees, accrued interest, lease discounts (for early payment to repair/maintenance vendors) and administrative fees paid by Tenant to MANAGER and that these fees are the property of MANAGER to offset MANAGER's expenses in enforcing the respective lease provisions. First funds collected from Tenant each month shall be applied toward late fees, legal fees, court costs, bad check fees, and lease discount (if applicable) and lastly to rent. If Tenants do not pay these fees, MANAGER may deduct these fees from the Tenant's security deposit and/or last month's rent.

MANAGER initial \_\_\_\_\_ OWNER(s) initial \_\_\_\_\_

PAGE 4 OF 7



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# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

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7. OWNER authorizes MANAGER to conduct routine preventive inspection and maintenance on the rental unit to ensure the safe habitation of the occupants. Specifically, MANAGER is authorized 1) to inspect (at OWNER's expense) wood burning fireplaces and chimneys in the rental unit on an annual basis (or otherwise required) for proper functioning. MANAGER is authorized to conduct cleaning and maintenance of wood burning fireplaces and chimneys as required at the OWNER's expense; and 2) MANAGER is authorized to replace, at the OWNER's expense, any batteries in smoke or toxic gas detectors located on the PROPERTY at or near the time a new tenant begins occupancy or at or near the time a renewing tenant's new lease term begins.
8. OWNER agrees that any and all repairs shall be paid from (1) OWNER's monies held by MANAGER and (2) in the event no such account exists or said account has insufficient funds to cover the repair(s) MANAGER shall deduct the cost of repair from Tenant's rent.
9. OWNER agrees that in the event a repair exceeds the amount of rent, OWNER shall pay MANAGER the full balance owed no later than two weeks upon receipt of invoice for said repair.
10. To pay any homeowner association or condo association dues and deduct these dues from OWNER's monthly income statement if OWNER fails to pay the required dues.
11. To change locks (if necessary) on Premises between tenancies.
12. To place "For Rent" signs on the Premises unless prohibited by applicable bylaws or local ordinances.
13. To advertise the Premises when vacant or in anticipation of vacancy. There shall be no additional charge to owner for placement of sign(s) on premises and advertising the PROPERTY for rent on the internet.
14. To resolve disputes over security deposits and any other sums due. MANAGER may use any lawful means to resolve such disputes. MANAGER is authorized to compromise and settle claims on Owner's behalf as may be necessary or prudent in MANAGER's judgment.
15. To accept or decline checks for rental and other payments due from Tenants according to MANAGER's policies. MANAGER shall not be held liable for bad checks or money not collected. OWNER shall reimburse MANAGER for any sums disbursed on the faith of such checks should they be uncollectible for any reason. OWNER agrees to hold MANAGER harmless for any failure to secure Tenants for OWNER, any cancellation by the Tenants and/or failure to collect any rents or monies due from the Tenants for any reason. MANAGER has such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement. MANAGER assumes no responsibility for any other services unless agreed to in writing.
16. MANAGER 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, MANAGER 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 MANAGER's legal counsel. MANAGER is given the power to make claims upon the security deposit on behalf of OWNER, and MANAGER shall not be held liable for any failure to make claims on any damages which were not readily apparent to MANAGER.

## MANAGEMENT RESPONSIBILITIES

MANAGER agrees to accept the following responsibilities:

1. To use diligence in management of the PROPERTY for the period and upon the terms herein provided, and agrees to furnish the services of Jacksonville Rental Finders, for the renting, leasing, operating and managing of the herein described PROPERTY. However, MANAGER does not guarantee the payment of rents by Tenant, but will make every reasonable effort to collect same when and as they become due. OWNER hereby authorizes MANAGER to employ collection agencies to assist in the collection of any outstanding tenant debt due.
2. To render monthly statements of receipt, expenses and charges and to remit to OWNER receipts, less disbursements. In the event the disbursement shall be in excess of the rents that are collected by the MANAGER, the OWNER hereby agrees to pay such excess promptly upon demand of the MANAGER. If in the MANAGER's sole discretionary judgment, it may be necessary or proper to reserve or withhold OWNER's funds to meet obligations which are or may become due (including without limitation, the MANAGER's compensation) thereafter and for which current income will not or may not be adequate, MANAGER may do so. In the event of a breach of this Agreement on the part of the OWNER, the MANAGER may accelerate all fees due through the balance of the Agreement. OWNER hereby assigns to MANAGER all rents on the subject PROPERTY as security for the obligations described herein. Said Agreement shall become absolute upon default by OWNER. If mortgage company files a foreclosure action due to non-payment of mortgage, then MANAGER shall (1) be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected; and (2) freeze all OWNER's funds on account for the express purpose of negotiating and settling any claim the rental tenants may have (if any) during their statute of limitations as a result of the PROPERTY going into foreclosure.
3. The OWNER hereby represents and warrants to MANAGER that they are the sole OWNER(s) of fee simple title to the PROPERTY or is/are fully authorized to enter into this agreement. OWNER represents that the PROPERTY is currently not subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit MANAGER from discharging its duties described herein. OWNER has no knowledge of any environmental hazards related to PROPERTY and agrees that if any environmental hazards arise that the OWNER takes full responsibility of any cost in removing such hazards.
4. MANAGER assumes no responsibility for other services than agreed to unless specified in the terms of this Agreement or in writing at a later date.
5. To deposit all receipts collected for OWNER (less any sums properly deducted or otherwise provided herein) in a Trust Account separate from MANAGER's personal account. However, MANAGER will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks or money not collected. OWNER understands and agrees that rental disbursement will not be made until tenant funds have cleared MANAGER's bank.
6. Provide for authorized individuals to inspect the PROPERTY as deemed necessary by MANAGER and to provide security deposit evaluations at the time of a tenancy.

## OWNER RESPONSIBILITIES

OWNER provides the following assurances:

1. That he/she/they/ constitute all of the OWNERS of the Premises and will provide a copy of the deed if requested by MANAGER.
2. That he/she/they have full power and authority to hire MANAGER 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.
3. That 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, a pending foreclosure action, or loan modification. In the event a foreclosure action is filed against OWNER, MANAGER shall be notified immediately in writing. OWNER shall indemnify, defend and save MANAGER harmless in any foreclosure action.
4. To maintain the property in a safe and habitable condition. OWNER warrants that all fixtures and operating system, including without limitation, plumbing, air

MANAGER initial \_\_\_\_\_ OWNER(s) initial \_\_\_\_\_

PAGE 5 OF 7



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# RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

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conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mail box and attached lighting fixture are in satisfactory operating condition. OWNER agrees there are no defects to the PROPERTY except the following:

5. 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 MANAGER for all capital expenditures exceeding the PROPERTY's gross monthly income.
6. 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 MANAGER in writing. MANAGER shall not be required to advance his own money to pay any OWNER obligations, including recurring expenses, unless OWNER has provided sufficient funds to cover the amount.
7. To keep MANAGER informed of any changes of Ownership interest in the Premises.
8. To provide MANAGER 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, MANAGER shall not be liable for the payment of such obligations.
9. To arrange for and pay for any leasing permits which are a requirement of the Association.
10. To keep Premises adequately insured, and immediately notify MANAGER should insurance lapse.
11. To keep MANAGER informed of any changes of OWNER's mailing address and phone numbers.
12. To carry, at OWNER's expenses, such insurance against liability, for personal injury and property damage, as shall be adequate to protect the interest of both MANAGER and OWNER.
13. That MANAGER 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. MANAGER 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.
14. Regarding utilities: if allowed by law and unless otherwise agreed to by the parties, Tenants are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the Tenants shall have used of the OWNER's utilities and be responsible for all 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 MANAGER for any damages or litigation fees/cost incurred by B if OWNER improperly terminates a utility services. MANAGER will deduct bills to the extent of funds available and OWNER agrees that MANAGER shall be in no way responsible for nonpayment of or theft of any utility service by Tenants.
15. To authorize MANAGER to use a lock box on the PROPERTY. OWNER acknowledges that the lock box procedure used by MANAGER has been fully explained to OWNER by MANAGER 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.
16. To provide MANAGER 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 MANAGER will rely upon all of OWNER's representation regarding the PROPERTY when dealing with prospective tenant(s). OWNER will immediately inform MANAGER of any material facts affecting the PROPERTY that arise after signing this Agreement. OWNER further certifies to MANAGER 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.
17. To cooperate with MANAGER in carrying out the purposes of this Agreement.
18. Regarding Inspection Disclaimer, MANAGER hereby advises OWNER that all inspections performed by MANAGER 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.

### SAVE HARMLESS AND INDEMNIFY

OWNER further agrees to save the MANAGER, its agents, independent contractors, and employees, harmless from all damage suits or claims in connection with the management of said PROPERTY, except in the case of gross negligence or illegal act by the MANAGER, and from all liability for injuries to person or PROPERTY suffered or sustained by any person whomsoever, and to carry, at his (OWNER's) own expense, public liability insurance (homeowner's insurance) in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect the MANAGER in the same manner and to the same extent as the OWNER. OWNER agrees to indemnify MANAGER for any damages suffered as a result of any lapse by OWNER to maintain insurance coverage.

### ATTORNEY FEES

OWNER and MANAGER do hereby agree that in the event legal procedures are necessary to endure any provision of this Agreement that the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees including court costs and expert witness fees. In the event MANAGER successfully defends any action (including but not limited to the Courts, the Better Business Bureau, mediation and any administrative state agency) arising out of this transaction brought by other, including OWNER, MANAGER shall be reimbursed their attorney's fees and court costs and for their time spent in defending such an action by OWNER.

### WAIVER OF JURY TRIAL

The parties hereby waive their right to a jury trial on any issue arising from the subject matter of the Agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by Judge sitting without jury.

### DISCREMINATION

MANAGER shall not to restrict the rental of the PROPERTY according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by federal, state or local law and not ask or expect MANAGER to impose such restrictions on the rental of the PROPERTY.

MANAGER initial \_\_\_\_\_ OWNER(s) initial \_\_\_\_\_

PAGE 6 OF 7



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### MODIFICATION OF THIS AGREEMENT

MANAGER may change the terms of this Agreement by giving thirty (30) days written notice to OWNER. Should no written objection be forthcoming from OWNER within the thirty (30) 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.

### MUTUAL AGREEMENTS

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.

Facsimile Signature and other written authorizations required herein may be executed by signing an original, signing via DocuSign, or facsimile copy and transmitting same by facsimile. Such signatures shall be binding as original signatures.

MANAGER may delegate MANAGER's rights and duties under this Agreement to MANAGER's licensed real estate salespersons and MANAGER/associates.

MANAGER or OWNER may, upon providing written notice to the other, suspend showing of the PROPERTY if the PROPERTY is determined to be not in move-in ready condition until such time as any required repairs, replacements, cleaning, and/or maintenance is completed. (Move-in ready condition described in Owner Handbook) MANAGER and OWNER agree that MANAGER will assist OWNER as per OWNER's written instructions 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 MANAGER responsible or liable whatsoever for damage to PROPERTY resulting from vandalism, natural disaster, acts of God, tenant actions or inactions whether vacant or occupied. MANAGER assumes no responsibilities for services other than those expressly stated herein.

It is expressly understood that MANAGER in no way warrants or represents the quality of the indoor environment of the premises and no claims will be made as to MANAGER 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. MANAGER 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.

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 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 enforced according to the laws of the State of Florida and Venue shall lie in the county in which the PROPERTY is located. Sections 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. 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 MANAGER, and the heirs, administrators, executors, successors, and assigns of OWNER, and may be sold or assigned by MANAGER to any person or entity legally qualified to fulfill its terms.

By signing below I acknowledge acceptance of all statements contained within this agreement.

Owner Signature	Date	Owner Signature	Date
BRIC Agent Signature *	Date	BRIC Agent Print Name	

MANAGER initial \_\_\_\_\_ OWNER(s) initial \_\_\_\_\_

PAGE 7 OF 7



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APARTMENTS . CONDOS . HOMES . PROPERTY MANAGEMENT . TENANT PLACEMENT