



**CAPE SUNSET REALTY, INC.**  
**d/b/a CAPE RENTALS**  
**EXCLUSIVE RENTAL**  
**MANAGEMENT AGREEMENT**

4307 Del Prado Blvd S # 3, Cape Coral, FL. 33904  
Office: (239)945-3222 Fax: (239)945-3183  
E-Mail: caperentals@comcast.net

**1. PARTIES:** This agreement between, \_\_\_\_\_ the owner or legally appointed representative of the premises, hereafter called LANDLORD and "CAPE RENTALS", 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:

**2. ADDRESS** \_\_\_\_\_ **UNIT #** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**BEDROOMS** \_\_\_\_\_ **BATHS** \_\_\_\_\_ **GARAGE** \_\_\_\_\_ **PARKING SPACE#** \_\_\_\_\_

Includes: Trash Water/Sewer Electric Phone Basic TV Lawn/Shrubs Service  
Pool Service Pest Control Inside Pest Control Outside Other

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

**3. TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties' successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ 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 thirty (30) day written notice prior to the next term given by either party to terminate. Termination by LANDLORD is effective when actually physically received by BROKER. In the event LANDLORD terminates this agreement, 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 LANDLORD terminates this agreement, the BROKER's rights provided for in paragraph 15 THROUGH 18 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 \$100.00 will be charged to LANDLORD should LANDLORD terminate this agreement. 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. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the tenant(s) remain in the property after such termination by BROKER.

**4. RENTALS: BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT OR PRORATED RENT, AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY LAST MONTH'S RENT OR DOUBLE SECURITY MAY BE COLLECTED AT THE BROKER'S DESCRETION.**

**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.**

**Rental Rates will be the current market rate as determined in the sole judgment of BROKER. . 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.**

**5. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. 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 agrees to and does hereby indemnify and hold harmless BROKER, it's 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.**

**6. 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).**

**7. 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 for administrative services and partial escrow agent's fee.**

**8. 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, P.A., TEL: 1-800-253-8428. The charges to cover attorney's fee(s) will be collected from first monies received. The attorney will be available to you and us at no charge for phone consultations in the event of any disputes with the Tenant or related issues.**

**9. 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 association fees, recreation, land, 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.

**10. WARRANTIES:** The LANDLORD shall deliver to BROKER, a copy of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide two (2) full sets of keys, plus two (2) mail keys, and (1) garage door opener for each parking space to the BROKER. In unfurnished units, LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install same.

**11. 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 Attorneys 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 the LANDLORD goes into foreclosure, management will cease immediately and a \$250.00 foreclosure processing fee will be charged.

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

**12. 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 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 that were not readily apparent to Broker.

**13. 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 unless agreed to in writing between BROKER and LANDLORD.

**14. BROKER'S AUTHORITY:** BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, 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. Any contact between the LANDLORD and tenant should be avoided. If the tenant contacts the LANDLORD directly, the tenant should be advised to contact the BROKER and not discuss any rental matters with them.

**15. REPAIRS:** BROKER is given the right to spend in the amount not to exceed \$250.00 on any one item, 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 major repairs (over \$250) are necessary, LANDLORD will be charged a customer service fee of 10% of the repair. This fee shall be no less than \$25.00 and no more than \$100.00 to cover arranging for, coordinating and inspecting the repair. BROKER will arrange for all repairs, inspections, maintenance and cleanings, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold BROKER harmless for payment of same.

**16. FEE:** BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

**LONG TERM RENTALS:** In the event there is a long term lease entered into (12 months or longer), furnished or unfurnished, the fee will be 12% of rents received. Upon placing a tenant, there will be a placement fee equal to one half of one months rent.

**SHORT TERM RENTALS:** (less than 12 months) In the event there is a short term lease entered into (this includes vacation or seasonal rentals), furnished or unfurnished, the fee will be 20% of rents received. Cape Rentals will register this property with the State of Florida, and the County of Lee, and will pay the required "Sales and Use Tax" (Bed Tax), for rentals less than 6 months.

**LANDLORD SUPPLIED TENANT(S)** - commission shall be the same as outlined above.

**17. PROPERTY MANAGEMENT FEES:** If you elect to have your property looked after in your absence, this will include the inspection of the property twice monthly, taking care of all maintenance contracts, and paying of bills. The fee for this service is \$100.00 per month, due on the first of each month. Funds will have to be deposited with Cape Rentals to cover the bills to be paid. This fee is in addition to any rents collected on the property. Circle: Yes or No.

18. **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 (usually 6 to 8 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks) should certified funds, cash or traveler's checks not have been received. **NOTE:** Checks are mailed once a week 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.

19. **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.

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

**\*\*\*IMPORTANT NOTICE \*\*\***

**IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, 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.**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ LANDLORD \_\_\_\_\_ LANDLORD

\_\_\_\_\_  
BROKER OR AGENT OF BROKER

**PREPARED BY THE  
LAW OFFICES OF HEIST & WEISSE, P.A.  
TEL: 1-800-253-8428**