

Exclusive Rental Management Agreement

Parties: This agreement between _____, the Owner or legally appointed representative of the premises, hereafter called OWNER and _____, hereafter called the BROKER, whereby the OWNER appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property. OWNER affirms that they are the exclusive Owners of the premises and all co-Owners shall sign this agreement. The OWNER hereby states that the premises are not currently for sale and agree to sign a Solvency Statement. NOTE: OWNER warrants that the unit to be managed is a legal rental unit, NO Homestead Exemption is being claimed and rental of same will not be in violation of any rules, laws, or ordinances.

Decisions, directives: In the event there are multiple property Owners (husband and wife, partners etc.) BROKER must take directives from ALL OWNERS OR may deal only with _____ (Owner). If not designated, BROKER will need signatures and directives from ALL OWNERS.

Unit was built prior to 1978 _____ YES _____ NO

Unit# _____ Parking Space Number# _____ Dock# _____

PROPERTY ADDRESS _____

CITY _____ STATE _____ ZIP _____

Term: This agreement shall commence on _____ and shall automatically renew on a month-to-month term until either party terminates by providing at least 30 days written notice prior to the end of the month to the other party.

Termination by Owner: Termination is effective when actually physically received by BROKER BY CERTIFIED MAIL. In the event this agreement is terminated by OWNER, 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 OWNER, 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 OWNER.

Termination by Broker: Broker reserves the right to terminate this agreement with 30 days written notice to OWNER at any time, or, immediately with written or verbal notice if in the opinion of BROKER or BROKER'S legal counsel, OWNER'S actions or inactions violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT(S) or other persons, interfere with this management agreement, are harassing to the BROKER, code violations occur on the property, a foreclosure action is filed against the OWNER, OWNER 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 or OWNER is unresponsive or uncommunicative. OWNER agrees to trust the judgment of the BROKER and follow the BROKER'S professional recommendations. OWNER agrees that neither party shall engage in any harassing behavior, emails or phone calls. BROKER may at its option continue to hold OWNER liable for any commissions due, fees due or monies owed BROKER if the TENANT(S) remain in the property after such termination by BROKER. If termination occurs, OWNER 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.

Deposits: According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If OWNER is holding these funds, OWNER 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 OWNER'S failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.

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

LAST MONTHS RENT: _____ MUST BE COLLECTED _____ MAY BE COLLECTED AT BROKERS DISCRETION

SECURITY DEPOSIT REQUIRED IN THE AMOUNT OF \$_____

BASE RENT CHARGED SHALL BE NO LESS THAN \$_____ PER MONTH

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

TERM OF LEASE: OWNER agrees that BROKER may enter into a lease at their discretion with a minimum term of _____ MONTHS and a maximum term of _____ MONTHS.

Insurance/fees/taxes/charges: OWNER shall pay direct any condominium/hoa maintenance fees, taxes, insurance, mortgages, assessments and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF OWNER UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. OWNER 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 \$500,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. OWNER MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. OWNER 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 unless due to BROKERS negligence. *OWNER agrees to name BROKER as an "additional insured" on its liability and dwelling insurance policy and furnish BROKER with certificates evidencing such insurance within ten (10) days of the execution*

of this Agreement. OWNER agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by OWNER to maintain insurance coverage. If TENANT is required to purchase "Renters Insurance" OWNER 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 OWNERS property. If the OWNER requires the TENANT to purchase renter insurance, OWNER must direct BROKER in writing PRIOR to the lease signing and must specify what type of Renter's Insurance is required. OWNER agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.

Dogs: OWNER affirms that dogs ___ARE ___ ARE NOT covered by the OWNER'S liability insurance. OWNER is responsible for verifying this with their insurance agent. OWNER agrees and understands that Service Animals and/or Emotional Support Animals for persons with disabilities or medical needs are not considered pets and must be allowed. No pet fee, pet rent or pet deposit can be collected for a Service Animal or Emotional Support Animal. This is per Federal and State Law.

Smoking: If OWNER designates the inside of the premises to be NO SMOKING, BROKER shall place a No Smoking clause in the lease if BROKER is having the lease prepared. OWNER understands and agrees to hold BROKER, its agents, employees and assigns harmless from any damages caused by the TENANT violating this clause.

SMOKING IS ALLOWED INSIDE _____ or IS NOT ALLOWED INSIDE _____

Excluded amenities, personal property or places/areas on the premises: Any appliances or items including but not limited to a Jacuzzi, hot tub, extra refrigerator, cameras, microwave, garbage disposal, dishwasher, solar system, irrigation system, grill, pool pump or any other amenities or items that the OWNER does not wish to be responsible for maintaining must be disclosed to BROKER by OWNER in writing or OWNER understands by Florida law that the OWNER will be responsible for repair, maintenance or replacement or all these items. Any excluded areas must be disclosed as well or, by Florida law, TENANT may use them. This includes but is not limited to areas such as shed(s), storage closet(s), garage, attics, crawl spaces, dock, other storage areas, sheds, or rooms. Any personal property left on the premises is left at the OWNER's sole risk. OWNER must clearly state what areas of the premises are not to be used by the TENANT or what items on the premises are not to be used by the TENANTS and are not to be the responsibility of the OWNER. Unless some thing or some area is excluded in the lease, by law, the TENANT is able to use that thing or area and the OWNER is responsible for maintaining, repairing and or replacing.

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 OWNER's utilities and be responsible for all or part of the bill(s), OWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall OWNER cause the termination of

these services and OWNER agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if OWNER improperly terminates a utility service. *Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly.* BROKER will deduct bills to the extent of funds available and OWNER agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(S). OWNER *may be required to have water and electric service turned on if the premises are not occupied* AND OWNER grants BROKER the authority to have such services turned on. This is to allow for proper showings, maintain the property and protect the pool if applicable. OWNER has agreed that it has disclosed in writing any issues regarding utilities including water quality problems. OWNER affirms that the water is safe, usable and drinkable and unless otherwise agreed to in the lease agreement, OWNER shall provide and pay for any water treatment system that may be necessary. OWNER affirms that if there is a septic system, OWNER shall be fully responsible for the proper operation and usability of the septic system and has disclosed to BROKER any prior septic system failures or problems.

Attorneys fees - lease drafting: In the State of Florida, a BROKER is not allowed by law to draft a lease, therefore, there will be an administrative charge to the OWNER of \$45.00 for preparation of the lease. The law firm preparing the lease deals primarily in Owner/TENANT Law and is the Law Offices of Heist, Weisse & Wolk, PLLC 1 800 253 8428 info@evict.com. The Law Offices of Heist, Weisse & Wolk, PLLC will be available to BROKER and OWNER at no charge for phone and email consultations in the event of disputes with the TENANT(S) or related issues and will provide a reduced-price eviction if the Law Offices of Heist, Weisse & Wolk files an eviction for OWNER. If OWNER chooses to have another law firm prepare the lease, BROKER will send the necessary information over to that attorney upon request.

Condominium/homeowners associations: In "association" governed unit, the lease shall be subject to the Declaration pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the OWNER 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 OWNER agrees to indemnify BROKER for payment of same. In the event the TENANT(S) fail to comply with the rules and regulations and the association or board levies fines or assessments against the OWNER, OWNER agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments 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 OWNER receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, OWNER shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.

Furnishings/warranties/keys/personal property: The OWNER shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$_____ to provide same. It is OWNER's responsibility to keep the inventory current. OWNER is also to deliver copies to BROKER 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. OWNER will

provide two full sets of keys, two mail keys and at least one gate opener or garage door opener if applicable to the BROKER. In unfurnished units, OWNER will provide basic 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, OWNER agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at OWNER'S expense. OWNER understands that it is not advisable to leave any personal property on the premises and OWNER shall hold BROKER harmless for any loss or use of that personal property for any reason.

Landscaping: Even if TENANT is responsible in the lease agreement for landscaping, OWNER 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 OWNER. OWNER is urged to have professional lawn/landscaping service and holds BROKER harmless for the TENANT'S failure to properly maintain the landscaping.

Rekeying: BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at OWNER' expense. BROKER will not provide OWNER with keys to the premises while the premises are occupied due to liability to the OWNER and the BROKER.

Installation of key box/lock box and self-showing systems: BROKER, AGENTS, EMPLOYEES and ASSIGNS may utilize a Key Box/Self Showing product or system for the convenience and use of any BROKER, AGENTS, EMPLOYEES and ASSIGNS and prospective TENANTS to show and/or grant access of the property to prospective TENANTS, purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties. OWNER agrees for himself, his heirs and assigns to hold harmless BROKER, AGENTS, EMPLOYEES and ASSIGNS, vendors, cooperating Brokers and other agents for any and all claims, loss or liability arising from the use of said Key Box/Self Showing product or system. BROKER, AGENTS, EMPLOYEES and ASSIGNS may use an automated or electronic lockbox system, self-showing or other key system and physically give keys to allow prospective unaccompanied prospects to access the property for self-showings. OWNER shall hold BROKER, AGENTS, EMPLOYEES and ASSIGNS harmless for claims, damages, vandalism or theft arising by access and/or misuse of the key, self-showing system, failure of the prospect to relock the premises, copying of key(s) and/or by breaking and entering.

Vacant units: Vacant units are increasingly subject to vandalism, squatters, theft and damage and loss to air conditioning compressors. BROKER shall check and/or show vacant units at least two times per month. If more frequent checking is requested, this must be negotiated separately between BROKER and OWNER and there may be additional charges. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. OWNER is aware that often homeowner's insurance may not cover vacant properties and should consult their insurance agent.

International long-distance phone and certified mail: OWNER shall not be charged for interstate or intrastate long-distance calls, only international calls. If any mail is necessary to send certified to the TENANT, OWNER shall be charged for same.

Lease signing: _____ BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASE(S) and a Specific Power of Attorney is attached.

Credit reports: Due to laws which affect disclosure of private and credit information, OWNER shall not be provided with the TENANT'S credit report and/or application unless specifically authorized in writing by the TENANT(S) and the provider of the credit report.

Tenant's security deposit, damages, identity theft or missing items: BROKER is not responsible for damages to the premises under any circumstance or for 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 owe any monies to the OWNER, BROKER is given the EXCLUSIVE authority to determine in its professional judgment the amounts due, charge the TENANT(S) accordingly as per Florida Statutes 83.49 and/or settle with the TENANT(S). BROKER is given the power to make claims upon the security deposit on behalf of OWNER and BROKER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER. OWNER understand and agrees that the Security Deposit belongs in full to the TENANT(S) unless a claim is made upon the Security Deposit AND BROKER is hereby granted to the sole authority to make claims as BROKER deems appropriate. OWNER shall not interfere with this process and shall accept BROKERS claim if any on the Security Deposit. BROKER is not responsible for identity theft or fraud by any TENANT and cannot guaranty the TENANT(S) will pay rent or money owed.

Owner held deposit: If OWNER is holding the deposit, BROKER shall have no responsibility for making any claims on the deposits and OWNER shall be responsible for complying with Florida Statutes 83.49, the procedures, forms and time limits imposed. BROKER shall provide OWNER with a copy of Florida Statutes 83.49 upon request or OWNER may obtain a full copy of the Owner/TENANT law for free by going to www.evict.com If the disposition and/or disbursement of an OWNER held deposit results in litigation against BROKER, OWNER agrees to be liable for all attorney's fees, judgments and costs of any litigation that BROKER may incur. OWNER understands that deposits belong to the TENANT until such proper legal procedures are followed.

Pools: OWNER shall maintain a professional licensed bonded pool service on the pool (if one exists) at OWNER'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service or pool service at OWNER'S choosing to avoid damage to the pool. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. *If you have a pool, we recommend that you raise your insurance coverage as the cost to raise it is minimal.*

Hurricanes, tropical storms, freezes, 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 OWNER regardless of the presence of hurricane shutters or similar devices on the premises.

Broker's authority: BROKER is granted by the OWNER 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 OWNER, 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 OWNER in writing.

Advertise and show the Property for rent at Owner's expense by means and methods that Broker determines are reasonably competitive.

BROKER is given the Exclusive Right to deliver on OWNER's behalf, any default notices to TENANT(S) as may be necessary. In order to minimize legal disputes and liability to both the OWNER and the BROKER, BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER'S legal counsel and OWNER agrees to hold BROKER harmless for same. THIS IS TO AVOID LITIGATION FOR THE OWNER AND THE BROKER.

Repair account: In order to maintain the Repair Account, OWNER will provide Broker with \$500 if this account falls below this amount, Broker may replenish it from the rents held or received. In the event repairs are made and funds are not sufficient, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to OWNER.

BROKER will arrange for all repairs, inspections, maintenance and cleanings, unless OWNER has notified BROKER in writing prior to the commencement of repairs to use someone else that OWNER has selected, and OWNER makes arrangements with the third party directly. OWNER agrees that they shall pay third party directly and shall indemnify and hold BROKER harmless for payment of same or for said vendor's failure to abide by state, local or federal law or in the event of pre-1978 properties, the failure of such vendor to not be certified under the Federal RRP Rules. At BROKER'S option, if there are not sufficient funds to make a repair, BROKER can require payment by OWNER prior to making the repairs and shall hold BROKER harmless for any delay or failure to make a repair if the funds are not available.

Repairs and emergencies: Hire contractors to make emergency or necessary repairs to the Property, without regard to the expense limitation above, that Broker determines are necessary or to protect the Property or the health or safety of a TENANT. Broker may contract for annual preventative maintenance at the expense of the Owner.

Broker is not required to hire vendors to institute emergency repairs if OWNER has not approved the emergency repair or provided the necessary funds but may do so at BROKERS discretion with OWNER holding BROKER harmless for and failure to do so.

Vendors used by broker: BROKER shall use their own vendors and tradespeople for repairs and maintenance of the premises. In the event that BROKER permits OWNER to use a vendor outside of BROKER'S network, OWNER agrees to hold BROKER, property management company, its Owners, agents, management, employees, and assigns harmless against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages, costs, sums, which may be asserted, claimed or recovered against or from the BROKER, property management company, its Owners, agents, management, employees, and assigns and OWNER releases BROKER, its Owners, agents, management, employees, vendors and assigns for any and all claims or delays in repairs or maintenance arising out of the use of his/her vendor and OWNER indemnifies BROKER, its Owners, agents, management, employees, and assigns in the event there is any litigation or dispute against BROKER, its Owners, agents, management, employees, and assigns arising out of OWNER using their own vendor.

Warranties and home warranties: OWNER shall notify BROKER in writing if there is any kind of home warranty/service contract in force and also if any items in or on the premises is covered by any warranty/service contract with warranty/service contract information and expiration date. OWNER is advised that home warranties specifically and warranties/service contracts in general can cause serious legal problems when they need to be used. OWNER agrees that in the event that a warranty/service contract or home warranty causes a delay or cannot repair or replace promptly, OWNER gives the BROKER the right to get the repair or replacement completed as per the REPAIRS and EMERGENCIES paragraph contained in this agreement. BROKER does not recommend that OWNER relies in any way on a home warranty.

Mold testing: OWNER agrees that BROKER is given the sole authority to order Mold and/or air quality test(s) on the premises in the event there is water damage, moisture damage, odor or possible evidence of mold or mildew, or in BROKER'S sole judgment and or the judgment of BROKER'S legal counsel it is prudent to have a test(s) conducted. OWNER agrees that OWNER shall incur any cost for the test(s) and if the test(s) are negative, BROKER may or may not be able to force the TENANT to pay for the test(s).

Smart locks, electronic locks, smart thermostats, cameras, or other wifi, gsm or other electronic devices: OWNER agrees that unless otherwise agreed to in writing by the BROKER, all smart devices/electronic devices including but not limited to smart thermostats, cameras, electronic locks, alarm systems, will be removed from the premises by OWNER and will not be used during the tenancy, shall not be in or on the premises or made available to the TENANTS. If such devices are not removed from the premises by OWNER, BROKER shall have these items removed from the premises at OWNER'S expense. BROKER shall not be responsible for the storage or safekeeping of any of the removed items or return of the removed items to the OWNER unless otherwise agreed to in writing.

Tenant compensation: BROKER is given the authority to use OWNER'S funds to pay for up to 3 night's hotel for a TENANT and/or abate a TENANT'S rent for up to one week, without OWNER'S permission, if in the opinion of BROKER the TENANT has suffered or will suffer an inconvenience or diminishment in value of the premises to due to some unforeseen problem including but not limited to tenting of the premises for termites. *This is to help reduce the chance of litigation against the OWNER and encourage TENANT cooperation.*

Broker fees:

MANAGEMENT FEES, OTHER FEES AND COMMISSIONS

This Paragraph survives termination or expiration of this agreement with regard to fees earned during this agreement, which are not payable until after its termination. Broker may deduct any fees from any funds Broker holds in trust for Owner.

Management Fees: Each month Owner will pay Broker ____ % of the gross monthly income collected that month, paid in advance. Gross income shall include all rents and other income including TENANT rent credits, move-in specials, forfeited security deposits, funds collected by collection agency, and other miscellaneous income.

Marketing: When a property is advertised for rent, Owner will pay Broker a one-time marketing investment of \$200, due and payable at the time the property is advertised for rent. Broker is not under any obligation to advertise the specific property being managed but may choose to do so.

Leasing Fees for New Tenancies: Each time the Property is leased to a new TENANT, Owner will pay Broker a leasing fee equal to 50% of one full month's rent, due and payable at the time the lease is executed.

Lease Renewal: Each time a TENANT in the Property renews or extends a lease, Owner will pay Broker a renewal fee of \$250, due and payable at the time the lease is executed.

Vendor Oversight / Repair Coordination: Any vendor invoice will be billed to Owner at a rate of cost plus 10%, or at current market rate, as determined by Broker.

Fees charged to Tenants:

Broker may charge any of the below fees directly to Tenants as Broker sees fit and Broker will retain such fees as compensation under this agreement and need not account to Owner for such fees:

Rental application fees, posting fees, administrative or Broker fees, returned check fees, management fees, late fees, fees collected per a Tenant benefit package, or other customary fees. Broker may receive credit card reward points or bank earnings credits while engaged in the business of property management.

Management services do not include:

Normal property management does not include monthly inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, preparing Property for sale, supervising and coordinating modernization, rehabilitation, fire or major damage restoration projects; obtaining income tax, accounting or legal advice; advising on proposed new construction, debt collection, counseling, legal proceedings, or insurance related paperwork and estimates, inventory of furnishings and maintenance of this list. Additional work due to Foreclosure proceedings, assignment of rents.

Section 8, voucher programs and other third-party payers: In the event that rent is paid in full or part by any government agency and this Agreement is terminated by the OWNER or BROKER and the work involved in transferring any payment methods, contracts, programs or agreements from BROKER to OWNER.

If Broker performs services not included in normal property management or specified above, Owner shall pay Broker a fee of \$100 per hour.

Proceeds, deposits & record keeping: Broker will maintain accurate records related to the Property and file Form 1099 with the Internal Revenue Service related to funds received on behalf of Owner.

Broker will remit, on or about the 10th day of each month, the following items to Owner: funds transferred electronically, collected by Broker for Owner under this agreement less deductions and charges, directly to Owner's bank account; and a statement of disbursements, delivered electronically provided rent has been received on time.

Deductions and Offset: Broker may disburse from any funds Broker holds in a trust account for Owner: Any compensation or reimbursement due Broker or other vendors under this agreement.

Owner's Representations:

Owner is not delinquent in the payment of any property taxes, Owner's association fees, property insurance, mortgage, or any encumbrance on or affecting the Property.

The Property is not subject to a lis pendens or any legal action.

Owner agrees to furnish Broker with funds, as requested by Broker, as needed to cover all fees, repairs, and maintenance.

Owner and Broker are obligated under law to disclose to a TENANT or to a prospective TENANT any known condition that materially and adversely affects the health or safety of a TENANT. Owner is obligated under the Florida Law to repair any such condition for a TENANT, Owner represents that Owner is not aware of a condition concerning the Property that materially affects the health or safety of a TENANT.

Owner's Cooperation; Owner agrees to:

Not hold Broker responsible for personal property left by the Owner on the Property. Owner will remove all personal property from the Property.

Not contact, deal with, or negotiate with any prospective or current TENANT in the Property concerning any matter related to the management or leasing of the Property, but refer all such dealing to Broker.

Not enter into a listing agreement or property management agreement with another Broker for the rental, leasing, or management of the Property to become effective during this agreement.

Retain only insured and licensed contractors, sub-contractors and/or vendors to perform repair or maintenance services on the Property.

Not list the property for sale except during the last 30 days of any lease agreement and with prior written notice to Broker.

Abide by all Federal, State, and Local Fair Housing Laws.

If the Property is vacant, the Owner may choose to coordinate repairs, however during this time period Broker will not advertise the property for rent until the repairs are completed.

If Owner does NOT want Broker to perform a lease renewal, Owner must notify Broker in writing a minimum of 120 day prior to the lease expiration date.

Environmental hazards/mold/bedbugs: TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this

time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER' actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, OWNER agrees to pay for an inspection by a certified inspector to help defend OWNER and BROKER from claims made by the TENANT. Such inspection will not be performed unless the OWNER is notified first and authorizes the inspection.

Pre-1978 properties: Federal EPA rules require BROKER to provide the TENANT with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. Laws require almost all workers on pre 1978 home to be certified under the Renovation Repair and Paint Rules. (RRP) Please do not use any friends, vendors, handymen or ask us to use any persons that are not certified to make repairs on your home. OWNER grants BROKER permission to sign the Lead Based Paint Disclosure as agent for OWNER.

Collections and small claims court cases: BROKER is not an attorney or licensed debt collector and shall not engage in any collection activity including but not limited to Small Claims Court cases or placing the account with a collection agency for OWNER, for monies that may be owed by TENANT after TENANT vacates or for prosecuting checks or money orders from TENANT that may be returned NSF, Closed Account or Stop Payment. OWNER may hire a collection agency or attorney of their choosing. Any institution of eviction or damage proceedings against TENANT(S), through the courts or otherwise, must be taken by the OWNER individually or, with the permission of OWNER, BROKER shall hire an eviction attorney to perform the eviction. Costs and Attorney's Fees to evict TENANT(S) or otherwise will be paid by OWNER in advance and when due and OWNER agrees to hold BROKER harmless for same.

Commission and other legal disputes: If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this agreement or any transaction related to or contemplated by this agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees not to exceed \$1,000. Both OWNER and BROKER waive any rights that they may have to a jury trial. OWNER agrees that in all cases, BROKER liability under this contract is limited to the amount of management fees that Broker has charged to Owner.

Agreement of Parties:

Entire Agreement: This document contains the entire agreement of the parties.

Assignments: Broker may assign its rights and delegate its duties under this agreement without Owner's consent, provided that the assignee agrees to assume and perform each and every covenant and term of this agreement applicable to Broker.

Binding Effect: Owner's obligation to pay Broker an earned fee is binding upon Owner and Owner's heirs, administrators, executors, successors, and permitted assignees.

Joint and Several: All Owners executing this agreement are jointly and severally liable for the performance of all its terms. Any act or notice to, refund to, or signature of, any one or more of the Owners regarding any term of this agreement, its extension, its renewal, or its termination is binding on all Owners executing this agreement.

Governing Law: Florida law governs the interpretation, validity, performance, and enforcement of this agreement.

Severability: If a court finds any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected, and all other provisions of this agreement will remain valid and enforceable.

Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address via certified mail, or If communication is by email, it will not be valid unless Broker has responded by email affirming that the communication was received. All terms and conditions of this agreement are subject to change by Broker, with a 30-day notice to Owner.

Fair Housing: Federal and State fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, age, familial status, marital status, sexual orientation / transgender status. Owner agrees that Broker has to comply with all fair housing legal requirements at all times. Owner acknowledges that liability for failure to comply with fair housing legal requirements also extends to Landlord. Owner agrees to comply with all fair housing legal requirements at all times. Owner shall not directly or indirectly cause Broker to violate any fair housing legal requirements. Owner shall not issue any directive to Broker, take any action, or exercise any discretion if the result would cause Broker to be liable for violation of any fair housing legal requirement. Owner agrees to not limit Broker's ability to comply with all fair housing legal requirements.

Smoke and CO Detectors: Florida law requires smoke and carbon monoxide detectors be installed in rental property. These devices will be checked, and fresh batteries installed, or devices replaced, each time a new TENANT occupies the property, at the Owner's expense.

Window Screens: Florida Law requires working window screens installed and in good condition when a TENANT moves in and to repair damaged window screens during tenancy, ensuring they remain functional.

Locks: Locks will be rekeyed each time a new TENANT occupies the property, at the Owner's expense.

Normal Wear and Tear: The Owner understands that some "wear and tear" expenses will occur and that these costs cannot be charged to a TENANT and realizes Owner will incur these expenses. Upon renting, the law recognizes the property as a business and requires Owner to expect some expenses for cleaning and maintenance as "normal wear and tear" while operating a rental property.

Service Animals: Owner understands that state and federal law govern "service animals" and "emotional support animals", and those animals are NOT legally considered pets, and therefore pet policies do not apply.

Foreclosure Proceedings, Assignment of Rents: In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, OWNER agrees that BROKER shall comply with any court order and/or at BROKERS discretion disburse rent monies to the requesting party based on advice of BROKER'S legal counsel. If any of the aforementioned occurs, OWNER gives BROKER the full right and authority to disburse the security deposit or advance rent held by BROKER to any party including the TENANT even if the TENANT is still residing on the premises or owes rent.

Termination: If this Agreement terminates before, at the same time, or within 60 days after an expiring TENANT lease agreement, the Owner shall be responsible for completing the security deposit disposition to the TENANT or ex-TENANT. All funds shall be distributed to Owner within 60 days of the termination date.

Legal Advice: Broker cannot give legal advice. READ THIS AGREEMENT CAREFULLY. If you do not understand the effect of this agreement, consult an attorney BEFORE signing.

Electronic signatures/fax: the parties agree that this agreement may be executed by electronic signature or by facsimile and such execution method shall be legally binding

Signatures

In Witness Whereof, the parties hereto have affixed or caused to be affixed their respective signatures with an executed date of: _____

Owner 1 Name – print

Owner 2 Name – print

Owner 1 Name - signature

Owner 2 Name signature



Broker or Agent of Broker

Date

Nedy Blanchard

Property & Rental Manager

Risk Mitigation Guarantee

	Question: What if my tenants' pet causes damage? Answer: Property Management Company will pay
	Question: What if my tenant has to be evicted? Answer: Property Management Company will pay

Question: What if my tenant has to be evicted?
Answer: Property Management Company will pay

As a client of our Property Management Company, you can feel at ease while we take care of everything for you. This includes managing two significant risks that landlords often encounter: legal fees associated with evictions and potential pet damage.

How can we do this?

Thanks to our thorough screening and efficient processes, we are pleased to provide you with this service.

Our risk mitigation guarantee covers up to \$1,000 in eviction legal fees or \$1,000 in pet damage (with a cap of \$1,000 per lease) if these expenses exceed the tenants' security deposit.

Event:	\$ Coverage Amount
EVICTON FEES	\$1,000
PET DAMAGE	\$1,000

***maximum payout per lease not to exceed \$1,000**

Plan Administration / Eligibility Requirements:

Landlord account with our Property Management must be in good standing and with no violations of the terms of the Residential Management Agreement. Termination of the Residential Management Agreement shall cause enrollment in Risk Mitigation to immediately terminate and our Property Management Company shall not be responsible for any claims either past or future.

Resident must have been procured by Property Management and on a Property Management lease agreement with a start date of November 1, 2024 or later.

In the event a resident defaults on the payment or rent, our Property Management will have the sole right and sole discretion to institute legal proceedings for an eviction.

All legal fees incurred or charges for pet damage will first be billed to the resident. Our Property Management will first attempt to collect funds from resident to reimburse owner. If our Property Management does not collect these funds from resident, then our Property Management will pay these expenses within the coverage limits stated above.

All amounts due from resident for legal fees or pet damage will first be deducted from the residents security deposit, and Property Management will pay any amount over the security deposit to the maximum payout amount. Property Management will have a first claim position against resident for any payment(s) recovered.

The maximum payout by Property Management per lease agreement will not exceed \$1,000.

All payouts by Property Management will be made after the resident has vacated the premise and after the completion of the security deposit disposition by Property Management .

Any lease or pet administration fees charged to the resident will be retained by Property Management .

This guarantee applies only to animals approved by Property Management and does not apply if a resident has an unapproved animal. This guarantee excludes service animals and emotional support animals per Fair Housing guidelines. This guarantee excludes eviction fees for any resident on any government subsidized program including Section 8.