



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

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

DECISIONS, DIRECTIVES: In the event there are multiple owners (husband and wife, partners etc.) Broker must take directives from ALL OWNERS or may deal only with _____. If one person is not designated by all owners, Broker will need signatures and directives from ALL OWNERS.

UNIT WAS BUILT PRIOR TO 1978 _____ YES _____ NO

Unit# _____ Parking Space Number# _____ Dock# _____ Mail Box # _____

PROPERTY ADDRESS _____

CITY _____ STATE _____ ZIP _____

EXCLUDED AMENITIES, PERSONAL PROPERTY OR PLACES/AREAS ON THE PREMISES: Any appliances such as a Jacuzzi, hot tubs, extra refrigerator, garbage disposal, dishwasher, solar system, irrigation system, grill, pool pumps or any other amenities or items that the LANDLORD shall not be responsible for maintaining must be disclosed to BROKER by LANDLORD in writing or LANDLORD understands by Florida law that the LANDLORD will be responsible for the repair, maintenance or replacement of 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 space, dock, other storage areas or rooms. Any personal property left on the premises is left at the LANDLORD's sole risk.

TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, Owner agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. The term shall begin on the _____ day of _____, 20____ and will be in effect for the greater of one year or the lease duration and will automatically renew for successive year or lease duration period 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: Timing for termination is effective when physically received in writing by BROKER BY CERTIFIED MAIL. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT(S) placed in the property by BROKER shall remain in the unit. In the event this agreement is terminated by LANDLORD, the BROKER's rights provided for in this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee of \$200 will be charged to LANDLORD should LANDLORD terminate this agreement for any reason. In the event that BROKER has not procured a TENANT within 120 days of the property being fully available for rent, LANDLORD may terminate this Agreement with no penalty.

TERMINATION BY BROKER: BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions 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, code violations occur on the property, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, bills, fines or any other financial obligations related to the premises or the BROKER. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the TENANT(S) remains in the property after such termination by BROKER. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposits held on behalf of the TENANT.

DEPOSITS: According to Florida law, deposit money and advanced rent must be held in a Florida banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding BROKER harmless for LANDLORD's failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.

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

_____ ANNUAL RENTAL: Broker will use his best efforts to secure a tenant in excess of 6 months. Broker will screen tenants in accordance with printed Broker resident selection criteria. Prior to tenant occupancy Broker shall collect FIRST FULL MONTH RENT & SECURITY DEPOSIT IN THE AMOUNT equal the monthly rent amount. Broker at Broker's Discretion may collect additional security or last month's rent as Broker may deems appropriate. Monthly rent shall not be less than \$ _____.

MONTHLY RENTAL: Broker will use his best efforts to secure a tenant(s) for a period for a minimum of 28 days but not exceed 6 months. Broker shall require tenant to deposit all rents, exit cleaning, any applicable sales and tourist tax and at Broker's Discretion a damage deposit of no less than \$500. Rent shall not be less than \$ _____ monthly season, \$ _____ monthly off season.

SHORT TERM RENTAL: Broker will use his best efforts to secure a tenant(s) for periods of less than 28 days. Broker shall require tenant to deposit all rents, exit cleaning, any applicable sales and tourist tax and at Broker's Discretion a minimum \$500 damage deposit. Rent shall not be less than \$ _____ weekly season, \$ _____ weekly off Season.

Landlord affirms that the terms specified above are in compliance with any restrictions and regulations including HOA regulations and local ordinances.

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(S) for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.

Unless otherwise modified in writing, Rental Rates will be the current market rate as determined in the sole judgment of BROKER.

TERMS OF LEASE: Landlord agrees Broker may enter into a lease at their discretion up to a maximum term of _____ months

INSURANCE/FEES/TAXES/CHARGES: LANDLORD 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 LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. LANDLORD agrees to 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. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage. If TENANT is required to purchase "Renters Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to BROKER and "Renters Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORDS property. If the LANDLORD requires the TENANT to purchase renter insurance, LANDLORD must direct BROKER in writing PRIOR to the lease signing and must specify what type of Renter's Insurance is required. LANDLORD agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.

DOGS & PETS: LANDLORD affirms that dogs: _____ ARE _____ ARE NOT covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal. Landlord agree pets _____ ARE _____ ARE ALLOWED WITH RESTRICTIONS _____ ARE NOT Permitted under any circumstances.

SMOKING: If LANDLORD 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. LANDLORD 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 SMOKING IS NOT ALLOWED INSIDE _____

UTILITIES: If the property is leased on a monthly or short term basis Landlord acknowledges that the landlord shall be responsible to provide utilities on the premises including but not limited to electric, basic cable TV, water and internet. 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. 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 LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(S). At the request of BROKER, LANDLORD may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.

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 LANDLORD not to exceed \$75.00 for attorney's fees for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be The Law Firm of Heist Weiss & Wolk PA 1- 800-253-8428 info@evict.com. The charges to cover these attorney's fee(s) and administrative charge will be collected from the first monies received if BROKER does not currently have the funds from LANDLORD to pay this. The attorney will be available to BROKER and LANDLORD 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 Weiss and Wolk files an eviction for LANDLORD.

CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation fees, liens, deposits, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify

BROKER for payment of same. In the event the TENANT(S) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments imposed by the HOA or Condo Association. BROKER will make its best efforts to legally force TENANT to comply with the Rules and Regulations. If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, LANDLORD shall immediately forward such correspondence to BROKER and shall confirm receipt by BROKER.

FURNISHINGS/WARRANTIES: the LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pays the BROKER \$50 per hour to provide same. It is LANDLORD's responsibility to keep the inventory current. LANDLORD is 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. LANDLORD will provide 3 sets of keys, 2 mailbox keys and at least one gate opener and/or garage door opener, pool keys and or fobs if applicable to the BROKER. In unfurnished units, LANDLORD will provide basic window treatments and hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense. Landlord understands that it is not advisable to leave any personal property on the premises and Landlord shall hold BROKER harmless for any loss of that personal property.

LANDSCAPING: Even if TENANT is responsible in the lease agreement for landscaping, LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping/irrigation 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 LANDLORD'S expense.

LOCK BOXES: BROKER [redacted] may [redacted] may not utilize a lock box to access the premises. Lockboxes are used to allow easy fast access to show the premises to a prospective TENANT. If a lockbox is authorized, LANDLORD shall hold BROKER harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.

VACANT UNITS: Vacant units are subject to vandalism, squatters, theft and damages to air conditioning compressors. Typically properties are checked annually under this agreement. If more frequent checking is requested, this must be negotiated separately between BROKER and LANDLORD and there may be additional charges. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD should be aware that often homeowner's insurance does not cover vacant properties. Landlord is advised to consult with their insurance agent to review their specific policy.

INDEPENDENT THIRD PARTY PROPERTY REVIEWS: Broker recommends LANDLORD use the services of a third party company perform comprehensive reviews of the property. Specially trained in the Property Management industry they protect the LANDLORD and provide a more thorough and unbiased view of the property condition. Typically these reviews cost the landlord around \$100 per review. Landlord will receive a written report after each review.

I authorize HOME RENTALS to contract at Landlords expense a third party to do the following independent reviews:
[redacted] Upon Listing, [redacted] Upon Move IN and Move out, [redacted] Upon Periodic Review, [redacted] Decline Third Party Review

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

CREDIT REPORTS: Due to laws which affect disclosure of private and credit information, LANDLORD 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 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 LANDLORD, 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 LANDLORD and BROKER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER. LANDLORD understands 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 the sole authority to make claims as BROKER deems appropriate. LANDLORD 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 guarantee the tenant(s) will pay rent or money owed.

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

POOLS: LANDLORD shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORD'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 at LANDLORD'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 LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.

BROKER'S AUTHORITY: BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary. To advertise the property for lease, to conduct a background check on the TENANT(S), to screen and approve or disapprove prospective TENANT(S), to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing. If an applicant does not meet BROKER's rental criteria and BROKER feels that LANDLORD may wish to override BROKER'S judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that BROKER supplies LANDLORD. BROKER is given the Exclusive Right to deliver, on LANDLORD's behalf, any default notices to TENANT(S) as may be necessary. In order to minimize legal disputes and liability to both the LANDLORD 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 not signed a lease agreement upon advice of BROKER's legal counsel and LANDLORD agrees to hold BROKER harmless for same. This is to AVOID LITIGATION FOR THE LANDLORD AND THE BROKER. 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. BROKER is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

ADVERTISING: BROKER uses many methods to advertise the property for rent and LANDLORD gives BROKER the authority to use all legal means of advertising at the choosing of BROKER at BROKER'S expense. In the event special advertising is desired by LANDLORD or necessary in the opinion of BROKER, LANDLORD may be presented with additional forms and means of advertising and if LANDLORD chooses, these methods can be used at LANDLORD'S expense. BROKER is not under any obligation to advertise the specific property being managed but may choose to do so.

REPAIRS & EXPENES: BROKER is given the right to spend at BROKER'S discretion and without the necessity of permission by OR notification to the LANDLORD, an amount not to exceed \$500.00 in any 30 day period during this agreement to purchase items, cleaning, make repairs, or for any other expenses the Broker deems necessary to the management of the property and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD. In case of an 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 and LANDLORD agrees to be responsible for the sums expended. When tenant has given notice of intent to vacate Broker retains the right to withhold disbursement of the final rent payment due under the lease for use to prepare the property for re-renting. After the tenant vacates Florida Laws delays access to the BROKER for any claims against the tenants' security deposit funds. BROKER is given the right to spend up to the full amount of the monies claimed from the TENANT'S security deposit PLUS the aforementioned amount to purchase items, cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. These repairs may be funded from LANDLORD funds and when applicable, to be reimbursed when security monies become legally available.

REPAIR ACCOUNT: In order to maintain the Repair Account, LANDLORD will provide broker with \$500.00 and 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 LANDLORD. 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 the third party directly. LANDLORD 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 LANDLORD 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.

TENANT COMPENSATION: BROKER is given authority to use LANDLORD'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 LANDLORD'S permission, if in the opinion of the BROKER the TEANANT has suffered an inconvenience or diminished value of the premises due to some unforeseen problem. This is to help reduce the chance of litigation against the LANDLORD.

MANAGEMENT FEES, OTHER FEES AND COMMISSIONS: BROKER shall be entitled to a commission from all rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, month to month fees, application fees, nonrefundable pet fees minus any pet damages, late fees/charges, cleaning/maintenance coordination

fees, lock out charges etc. All Late charges or fees owed by any TENANT(S) shall be collected at the sole discretion of the BROKER and BROKER shall retain any such charges, fees and late fees even though they may be defined as "additional rent" in the lease agreement which allows these sums to be placed on a Three Day Notice.

All fees or commissions are due to the BROKER whether BROKER procures TENANT or LANDLORD procures tenant unless otherwise agreed to in writing. If there are accumulated late charges at the end of the tenancy, BROKER may at its discretion retain these funds from the security deposit, first applying security deposit funds to rent due, damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit and retaining same.

Upon signing this agreement Broker is entitled to a \$200 administrative set up fee. The Broker shall also be entitled to an annual fee of \$100 payable in December of each year. THIS IS a MANDATORY FEE which includes a wide variety of services which may include but not limited to, access to computerized systems, postage, preparation of tax forms etc. Additional fees may be charged for accessing or copying records aged more than 2 years. The Broker is also entitled to fees for additional services to the landlord and or tenant. These may include meeting vendors at the property, facilitating insurance company claims, inventory shopping, convenience fees, court appearance fees etc. Whenever possible the party shall be informed of the fee prior to the service. Specific fees may be listed in the Owner's Handbook.

FEES FOR PROPERTIES RENTED ANNUALLY:

MANAGEMENT COMMISSION: BROKER shall be entitled to a commission of 12% of the rent amount for properties built prior to 1978 and 10% of rent amount on all other properties or a minimum of \$95 per month whichever is the greater amount of the rent or money paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due.

PROCUREMENT FEE: LANDLORD agrees to pay BROKER a TENANT procurement fee of 50% of the first month rent upon each new lease agreement upon the TENANT taking possession of the property for marketing, processing, signage, referral fees and other fees associated with procuring a tenant for the property. Landlord agrees to pay Broker 25% of the first month's rent in the event that a new management account is signed when the Landlord has an existing tenant.

LEASE RENEWAL FEE: LANDLORD agrees to pay BROKER a LEASE RENEWAL FEE of 25% of 1 months' rent each time the lease agreement is renewed with the same TENANT or TENANTS or the lease is assigned by TENANT or TENANTS with LANDLORDS permission. In the event the tenant extends on a Month to Month tenancy Broker will be entitled to an additional 3% fee each month.

FEES FOR PROPERTIES RENTED MONTHLY:

Landlord shall pay Broker 10% for management and 8% as the leasing fee of the rent amount on properties that are leased 6 months or less. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due.

FEES FOR PROPERTIES RENTED SHORT TERM (Less than 3 weeks):

Landlord shall pay Broker 10% for management and 10% as the leasing fee of the rent amount on properties that are leased less than 28 days. If TENANT prepays rent in advance, such rent will be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due.

FOR SALES: Landlord shall pay Broker a commission of 6% of the actual sales price in the event the landlord shall thereafter sell to person(s) introduced to the premises by BROKER including but not limited to any existing or prior tenant or their representatives. This provision for sales commission shall survive any termination of this agreement. Owner may list the property For Sale by Owner, Keller Williams Realty of Manatee or any other Broker. LANDLORD agrees to notify BROKER at least 14 days in advance of listing advertising or marketing the property for sale in writing or LANDLORD will pay BROKER a cancellation fee equal to one month's rent and all non-reimbursed cost and expenses including third party vendors. Any sale must be sold subject to any lease on the property unless otherwise so provided in the lease. In the event LANDLORD requests BROKER coordinate maintenance necessary for the sale of the property Broker will charge a 10% coordination fee on the of the invoiced amount.

FEES FOR VACANT PROPERTIES: If the property is vacant or TENANT fails to pay the rent Landlord agrees to pay a minimum monthly management fee \$ _____. If property is vacant Broker will check the property _____ times per month.

PROCEEDS and DEPOSITS: 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. No funds shall be remitted to Landlord unless completely cleared BROKER'S bank account. This is usually 7-10 days after funds are deposited. BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses twice a month, on or before the 20th of the month for proceeds earned and received by the 5th of the month and at month's end for rent payments earned and received after the 5th but before the 20th of the month. Any requests for special handling of proceeds must be approved by Broker and an additional services fee will apply. After processing proceeds payment typically takes 2 to 4 days to reach your account when choosing electronic processing. Proceeds being mailed will be delayed further. IF BROKER does disburse money before funds have cleared and if funds paid to BROKER are NSF, stop payment, credit card chargeback or otherwise not available and Broker has already disbursed funds to LANDLORD, LANDLORD agrees to immediately refund said amount to BROKER. All further rent payments received if any will be held by BROKER to replenish this if LANDLORD does not comply and no funds are received. LANDLORD will be liable to pay the money owed to BROKER immediately. BROKER may send LANDLORD proceeds by check, direct deposit or ACH and may send all statement by email to Landlord unless otherwise agreed to in writing. LANDLORD shall provide Broker with all necessary information for ACH deposits. Any monies collected or received by BROKER will be held in BROKER'S bank account and interest if any earned, and permitted by law to be retained by Broker, shall be paid to BROKER for administrative services. Broker shall remit proceeds payable to the entity that own

the premises. Any deviation from this must be from the direction of a CERTIFIED PUBLIC ACCOUNTANT. If the premises are owned by a husband and wife and one spouse dies during the term of this agreement, extensions or any renewals LANDLORD directs BROKER to remit proceeds to the surviving spouse. In the event a prospective tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit shall be retained by BROKER. In the event TENANT(S) vacate voluntarily or involuntarily owing 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 percentages as set forth and agrees to remit same to Broker.

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 to BROKERS address, and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances BROKER may request communication by email, mail or fax and if communication is by email, it will not be valid unless Broker has responded by email affirming that the communication was received.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANT(S) are increasingly suing property OWNER'S 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. LANDLORD affirms no such hazards are known to be present on the premises at this time. LANDLORD 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, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD and BROKER from claims made by the TENANT. The inspection will not be performed unless the LANDLORD 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". The law requires vendors to be certified as lead based paint renovators on pre 1978 housing under certain circumstances. Noncompliance fines are substantial. Do not use any friends, vendors, handymen or ask us to use any persons that are not certified to make repairs on your home. LANDLORD will provide a new lead based paint disclosure to agent prior to any new lease or lease renewal.

LANDLORD CONTACT WITH TENANT(S): LANDLORD agrees and understands that if LANDLORD has any contact with the TENANT(S) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. BROKER strongly urges that all contact with TENANT(S) be made by and through BROKER. LANDLORD agrees that contact with the TENANT(S) may be grounds for BROKER terminating this agreement and continuing to hold LANDLORD liable for all commissions due.

COLLECTIONS and SMALL CLAIMS COURT: 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 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. LANDLORD may hire a collection agency or attorney of their choosing.

COMMISSION and OTHER LEGAL DISPUTES: In the event of any litigation between the LANDLORD and BROKER, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in the county where the BROKER's office is located which is currently located in Manatee County but can change. Both LANDLORD and BROKER waive any rights that they may have to a jury trial.

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, LANDLORD 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, LANDLORD 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. If BROKER continues to manage the property and 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 LANDLORD agrees to pay an additional fee to BROKER each month in the amount of double the management fee.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING

*****IMPORTANT FAIR HOUSING NOTICE *****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, Please do not ask or expect us to place any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

EXECUTED this _____ day of _____, 20_____

LANDLORD _____

LANDLORD _____

BROKER: _____