

Exclusive Rental Management Agreement



1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **Keller Williams Property Management**, 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. PROPERTY ADDRESS _____ Unit # _____

CITY _____ STATE _____ ZIP _____ Parking Space # _____.

The property includes the entire premises in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing. Excluded items (sheds, storage closets) are _____. The property is _____ Bedroom(s) and _____ Bath(s) and the property is to be rented _____ (Furnished or Unfurnished).

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's 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 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 on 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 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 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 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 and/or a foreclosure action is filed against the LANDLORD. 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 months rent or the first month's pro-rated rent and security deposit will be collected before occupancy. Last month rent may be collected at BROKERS discretion.

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.

Unless otherwise modified in writing, Rental Rates will be the current market rate as determined in the sole judgment of BROKER but no less than \$_____ per month. All 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, fees and late fees even though they may be defined as "additional rent" in the lease agreement.

5. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium or homeowner association 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. LANDLORD affirms that dog's _____ ARE _____ ARE NOT covered by the liability insurance.

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 not to exceed \$50 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 Offices of Heist Weisse and Davis 1-800-253-8428. The charges to cover these attorney's fee(s) will be collected from the first monies received if BROKER does not currently have the funds to pay this. The attorney will be available to you and us at no charge for phone consultations in the event of disputes with the TENANT(S) 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 and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, 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.

10. FURNISHINGS/WARRANTIES: the LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$30.00 per hour to provide same. (The \$30.00 fee is subject to change with notification by first class mail). It is Landlord's responsibility to keep the inventory current. LANDLORD 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. LANDLORD will provide 3 full sets of keys plus two mail keys to the BROKER if applicable. 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 Landlords' 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. Due to laws which may affect disclosure of private and credit information, LANDLORD shall not be provided with the TENANT'S credit report and/or application.

_____ BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASES on behalf of landlord and a Specific Power of Attorney is attached.

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(S) 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 which 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 regardless of the presence of hurricane shutters or similar devices on the premises.

14. BROKER'S AUTHORITY: BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to conduct a background check on the 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.

15. REPAIRS: BROKER is given the right to spend at BROKER'S discretion and without the necessity of permission by LANDLORD, an amount not to exceed \$350.00 in any 30 day period during this agreement to purchase items, cleaning, make repairs, and pay for same out of Landlords' funds, and, if inadequate, LANDLORD shall be billed for the difference. After the TENANT vacates and funds become available for use from the TENANT'S security deposit, 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, for cleaning, to make repairs, pay for repairs, 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 and LANDLORD agrees to be responsible for the sums expended. In order to maintain the Repair

Account, LANDLORD will provide broker with \$350.00. If this account falls below this amount, broker may replenish it from the rents 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. Broker shall be entitled to a minimum coordination fee of \$5.00 on all repairs, maintenance calls, housekeeping etc. In the event that Broker is requested to travel to the property to meet vendors or handle a special owner request or physically inspect the premises or repairs a fee of \$30 per hour with a 1 hour minimum will be charged if performed during normal business hours. After hours emergency calls will be charged at double time.

16. FEES:

A. FOR LEASING: Broker is entitled to a fee for services required to procure a tenant. These services may include, establishing rental value, advertising, property showings, tenant screening, lease negotiation and lease preparation.

1. **LONG TERM RENTALS:** In the event there is a long term lease entered into (6 months or longer), furnished or unfurnished, the leasing fee will be 6% of total gross rents due, payable from first rents received.

2. **LEASE RENEWALS:** If the tenants remains for any additional terms or time periods after the initial term, the leasing fee shall be of 3% of the gross rents received.

3. **MONTHLY RENTALS:** In the event the Property is rented for a minimum of 28 days but less than 6 months whether furnished or unfurnished the fee will be 8% of the rents received

4. **SHORT TERM RENTAL:** In the event a property is rented less than 28 days, furnished or unfurnished the fee will be 10% of the rents received

5. **LANDLORD SUPPLIED TENANT(S):** If the Owner provides a tenant to Broker for qualification and subsequent lease, the applicable fee for leasing will be reduced by 50%. Owner supplied tenants shall be subject to all qualifications and processes required of any tenant by Brokers, including but not limited to applications and application fees meet Brokers rental qualifications, and pay rent and security deposit to Broker.

B. FOR MANAGEMENT: Broker shall be entitled to an additional fee for monthly management for services that include, move-in move out inspections, rent collection, co-ordination of maintenance and repairs, 24 hour emergency service to tenants, enforcement of rental terms, serve violation notices, provide monthly statements, arrange evictions, administer escrow funds and any other such services. This fee shall be eleven percent (11%) of the gross rents due during occupancy each month but not less than \$75 per month. The full monthly fee shall be assessed during any month that the tenant remains in full or partial occupancy, whether or not the tenant pays the rent due.

C. FOR SALE: 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 months rent and all non-reimbursed costs and expenses including third part vendors. Any sale must be sold subject to any lease on the property.

Upon signing of this agreement BROKER shall be entitled to a set up fee of \$75. The Broker shall also be entitled to an annual fee of \$100 payable in December of each year. THIS IS A MANDATORY FEE which covers a wide variety of services such as, fully computerized systems, postage, copies, preparation of tax forms, etc. The Broker also is entitled to fees for additional services provided to the Landlord and or tenant. These may include but are not limited to application fees, lockout fees, coordination fees, special accounting requests, video inventory and detailed property inspections. Whenever possible the party shall be informed of the fee prior to the service.

LANDLORD agrees to pay BROKER according to the above schedule if the property is vacant and during the TENANT(S) occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

17. 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. Rental Proceeds are processed on or before the 20th of each month for any rents received by the 5th of the month and at months end for rents received after the 5th but before the 20th of each month. It is understood that no funds will be released until such time as monies have cleared the Broker's bank (usually 7 to 10 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks). 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. 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 or has not signed a lease agreement upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same.

18. NOTICES: Whenever any notice is required by 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. In certain instances BROKER may request communication by email, mail or fax and if so, such communication shall be binding and legally sufficient.

19. ENVIRONMENTAL HAZARDS and INJURIES SUFFERED BY TENANT(S): TENANT(S) are increasingly suing property Owners' and BROKERS for environmental hazards including but not limited to mold, 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.

20. 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.

21. 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 property is located or where the BROKER is located.

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 or occupant's race, color, religion, 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