



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **Towers Group Realty & Management LLC**, 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. 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. The Property Information Sheet is attached to and made part of this agreement.

UNIT WAS BUILT PRIOR TO 1978 _____ **YES** _____ **NO**

Unit# _____ **Parking Space Number#** _____ **Dock#** _____

PROPERTY ADDRESS _____

CITY _____ **STATE** FL **ZIP** _____

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 AMENITIES: Any appliances, hot tubs, grills or amenities that the landlord shall not be responsible for maintaining must be disclosed to BROKER by LANDLORD in writing.

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, BROKER 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 _____, 2017 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: Termination is effective when actually physically received by BROKER BY CERTIFIED MAIL. 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.

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, fees, 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) remain 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:

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

SECURITY DEPOSIT REQUIRED IN THE AMOUNT OF \$100.00 OVER THE RENTAL RATE.

BASE RENT CHARGED SHALL BE BASED ON MARKET RENTS FOR COMPARABLE PROPERTIES.

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. Any rent reduction must be approved in writing by LANDLORD.

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: LANDLORD affirms that dogs ___ARE ___ ARE NOT covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. 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.

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. 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 TENANT of \$50.00 for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and is the Law Offices of Heist, Weisse & Wolk, P.A. 1.800.253.8428. The charges to cover these attorney's fee(s) and administrative charge will be collected from the applicant at time of approval. The Law Offices of Heist, Weisse & Wolk, P.A. 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, Weisse & Wolk files an eviction for LANDLORD. If LANDLORD 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 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 confirm receipt by BROKER.

FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if furnished. 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. **NOTE: BROKER strongly discourages the purchase of a Home Warranty in conjunction with the normal management of the property. BROKER will NOT comply with any request to use a Home Warranty Company (such as American Home Shield, Old Republic Home Protection, or other companies) as part of the maintenance and repair process.**

FIXTURES AND PERSONAL PROPERTY: Before this Agreement becomes effective, the LANDLORD shall take an inventory of the fixtures and personal property contained within the land and residence that are owned by the LANDLORD and which will be available for rental through the BROKER, in accordance with this Agreement. A copy of that inventory shall be attached to and made part of this Agreement. The failure to take an inventory and/or the failure to attach the inventory to this Agreement shall not act to invalidate this Agreement. The responsibilities of the BROKER under this Agreement to the property of the LANDLORD do not include any fixture or personal property which is not made subject to an inventory. An inventory which is inadvertently not attached to this Agreement shall remain valid. 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 for any reason.

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 service and holds BROKER harmless for the TENANT'S failure to properly maintain the landscaping.

_____ **WINDOWS/KEYS/ACCESS:** LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install same. Window screens, in good repair with no tears/rips, are required by Florida law and all windows must be operational. LANDLORD affirms that BROKER is authorized to purchase screens and/or make window/screen repairs or replacements at LANDLORD'S expense. To minimize the exposure to liability and to provide a level of security for the property and the TENANT. BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at LANDLORD'S expense. This is generally done with each new TENANT. LANDLORD is responsible for the cost of the re-key. LANDLORD will provide 4 full sets of keys, two mail keys and at least one gate opener or garage door opener if applicable to the BROKER. If keys are not provided at time of agreement signing, then they will be made on behalf of the owner for a service fee of \$25.00, which will be due immediately.

LOCK BOXES: BROKER X may _____ 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 increasingly subject to vandalism, squatters, theft and damage and loss to air conditioning compressors. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance does not cover vacant properties

and should consult their insurance agent.

INTERNATIONAL LONG DISTANCE PHONE AND CERTIFIED MAIL: LANDLORD shall not be charged for interstate or intrastate long distance calls, only international calls. If it is necessary to send certified mail to the TENANT, LANDLORD 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, 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 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. LANDLORD shall not interfere with this process and shall accept BROKERS claim if any on the Security Deposit.

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's fees, judgments and costs of any litigation that BROKER may incur. LANDLORD understands that deposits belong to the TENANT until such proper legal procedures are followed.

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 or 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 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. 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 eviction attorney to perform the eviction. BROKER does not practice law. Costs and attorneys fees to evict TENANT(S) or otherwise will be paid by LANDLORD in advance and when due 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. 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.

MANAGEMENT SERVICES DO NOT INCLUDE: Normal property management does not include monthly (or more frequent) property condition surveys, handling/storage of OWNER's personal property, handling of postal mail or parcels, home inspections, representation at court hearings, depositions, homeowner meetings, providing on-site management, property sales, refinancing activities, preparing property for sale or refinancing; 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, or insurance related paperwork and estimates. If OWNER desires BROKER to perform services not included in normal property management or specified above, OWNER's account will be charged an hourly rate of \$55.

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 AND EMERGENCIES: 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 \$400.00 in any 30 day period during this agreement to purchase items, cleaning, make repairs, 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. 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, leaks, 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. BROKER is not required to hire vendors to institute emergency repairs if LANDLORD has not approved the emergency repair or provided the necessary funds but may do so at BROKER'S discretion with LANDLORD holding BROKER harmless for and failure to do so.

TENANT COMPENSATION: BROKER is given the 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 BROKER the TENANT has suffered an inconvenience or diminishment in value of the premises to due to some unforeseen problem. This is to help reduce the chance of litigation against the LANDLORD.

_____ **REPAIR ACCOUNT:** In order to maintain the Repair Account, LANDLORD will provide broker with \$400.00 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 vendors 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.

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, application fees, nonrefundable pet fees minus any pet damages and late fees/charges. 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 damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit and retaining same.

PROCUREMENT FEE: The BROKER shall be entitled to a procurement fee of 50% of the first months rent, for procuring a qualified TENANT, which will be retained from the first month's rent collected. This compensation is for the sole purpose of leasing and tenant-placement efforts, which are not directly related to management of the property. The procurement fee is not collected if the lease term is 6 months or less. **COOPERATION AND COMPENSATION TO OTHER BROKERS:** BROKER's office policy is to cooperate with all other brokers, except when not in OWNER's best interest. BROKER will offer compensation in the amount of 25% of one full month's rent, payable to a referring brokerage at the collection of the first month's rent. This compensation amount is included in the acquisition fee listed above. If OWNER objects to this compensation to other brokers, the property cannot be listed in the MLS.

MANAGEMENT COMMISSION: On a lease term of 6 months or more, BROKER shall be entitled to a commission of 10% of rents 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, or a minimum of \$90.00 if property leases for less than \$900.00 per month. On a lease term of 6 months or less, the management fee is 13% of rents 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, or a minimum of \$90.00 if property leases for less than \$900.00 per month. 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.

MANAGEMENT COMMISSION IN THE EVENT OF LANDLORD DEFAULT: Unless otherwise agreed to in writing between LANDLORD and BROKER, in the event LANDLORD is in default in the payment of any mortgage, vendor bill, fee, taxes, assessments, insurance payment(s), HOA or CONDO Fees, dues or any other amount(s) due to a third party related to the premises or if the TENANT is served with a Notice of Lis Pendens or any demand are made by a mortgage holder, servicer, HOA or Condo Association, AND the property BROKER is continuing to manage the property the management commission shall immediately change to a commission of 15% of rents or money paid by the TENANT or any party each month by the TENANT PLUS LANDLORD shall owe any additional fees as outlined in FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS paragraph below. If the full management agreement is cancelled within 6 months of lease signing, BROKER fee is an additional 50% of one full month's rent.

LEASE RENEWAL FEE: LANDLORD agrees to pay BROKER a LEASE RENEWAL FEE of \$100.00 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. Renewal fee will not be charged for renewals of a lease term less than 6 months.

MONTH TO MONTH or LEASE EXTENTSION FEE: In the event TENANT is permitted to remain as a month to month tenant or the lease is extended for a period after the expiration of a lease, BROKER may charge the TENANT a month to month or lease extension fee each month and retain said fee.

ADDITIONAL FEES: There is a \$30 annual administrative fee that will be charged on the anniversary of the management agreement date.

VACANCIES, EXTENSIONS AND RENEWALS: LANDLORD agrees to pay BROKER according to the above schedule during the TENANT(S) occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

SALE OF PROPERTY: LANDLORD has the right to place the property on the market for sale, but the sale of the property will be subject to the terms of the lease agreement. The conditions for terminating this Agreement will apply. If a sale or exchange of the managed property is effected during the term of this agreement, BROKER shall be considered the procuring cause of such sale and BROKER shall be paid a commission of 1% of the gross sales price or valuation (whichever is higher) upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement if property is sold to TENANT placed by BROKER. LANDLORD agrees to notify the Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. If Buyer cancels this agreement at or prior to the closing of the sale of the property, BROKER will deduct remaining commissions, management fees, or other balances due to BROKER, from the balance due to be paid to LANDLORD/Seller.

SALE TO TENANT: If a sale or exchange of the managed property is effected to a TENANT who occupies the property during the term of this agreement, or anyone acting on the TENANT's behalf, BROKER shall be considered the procuring cause of such sale and BROKER shall be paid a commission of at least 3% (three percent) of the gross sales price or valuation upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement.

_____ **PROCEEDS:** 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. BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement when monies have cleared the BROKER's bank account. This is usually 10- 20 days after funds are deposited 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 shall be retained by 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. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND THE BROKER.** BROKER may send LANDLORD proceeds by check or direct deposit and also may send all statements by email to LANDLORD. If BROKER has sent proceeds to LANDLORD and the TENANT'S payment is not honored, LANDLORD shall immediately refund such payment to BROKER upon demand. All further rent money received if any will be held by BROKER to replenish this if LANDLORD does not comply and if no funds are received LANDLORD will be liable to pay the money owed to BROKER immediately.

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 return receipt requested to BROKER'S 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 so, such communication shall be binding and legally sufficient.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANT(S) are increasingly suing property LANDLORD 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 by LANDLORD 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. Such 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. New laws beginning in 2011 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 ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

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 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 LANDLORD, 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. This county is currently Brevard and 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 BROKER'S 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 of 15% of the monthly rent.

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 _____, 2017

LANDLORD SIGNATURE _____

LANDLORD SIGNATURE _____

_____ MAILING ADDRESS OF LANDLORD

_____ PHONE NUMBERS FOR LANDLORD(S)

BROKER: _____

BROKER OR AGENT OF BROKER

REFERRAL AGENT _____