



Full Service Property Management

1400 Chalet Suzanne Road
Lake Wales, Florida 33859

Exclusive Rental Management Agreement

Parties:

This agreement between [Click here to enter text.](#), the owner or legally appointed representative of the premises, hereafter called HOMEOWNER and Full Service Property Management, hereafter called the MANAGER, whereby the HOMEOWNER appoints the MANAGER, its agents, successors, and assigns exclusive agent to rent, lease, operate, control, and manage the following property. HOMEOWNER affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. HOMEOWNER warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, law, or ordinances.

Information:

The HOMEOWNER hereby states that the premises are are not currently for sale.

If currently listed for sale, the HOMEOWNER hereby states that the premises will will not remain on the market once TENANT has taken possession.

The HOMEOWNER hereby states that the premises are are not currently occupied.

If currently occupied, when will the residents be vacating? [Click here to enter a date.](#)

The My Florida Regional Multiple Listing Service Rental Data Entry Form is attached and made part of this agreement.

Property Address: [Click here to enter text.](#)

Unit #: [Click here to enter text.](#)

Parking Space Number: [Click here to enter text.](#)

Dock #: [Click here to enter text.](#)

Gate Code: [Click here to enter text.](#)

Mailbox #: [Click here to enter text.](#)

The unit was built prior to 1978? No Yes, you will be required to complete a Lead Paint Disclosure

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, or rooms are specifically excluded by HOMEOWNER below.

Please indicate any areas that the TENANTS will NOT have access to: _____

Any appliances, hot tubs, grills, or amenities that the HOMEOWNER shall not be responsible for maintaining must be disclosed to MANAGER below.

Indicate any items that the TENANTS are expected to maintain: _____

Term of Agreement:

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. The term shall begin on [Click here to enter a date.](#) and will be in effect for one year. In addition this agreement will automatically renew for successive year periods at the anniversary date. Either party may cancel this agreement on its anniversary date by giving the other written notice to terminate this agreement at least 30 days prior to each said anniversary date.

Termination by HOMEOWNER:

Termination is effective when actually physically received by MANAGER by CERTIFIED MAIL. In the event this agreement is terminated by HOMEOWNER, the MANAGER shall continue to receive the rental commission set forth below as long as the TENANT(s) placed on the property by MANAGER shall remain in the unit. In the event this agreement is terminated by HOMEOWNER, the MANAGER's rights provided for in this agreement shall survive such termination. All monies expended by MANAGER shall be paid to MANAGER prior to this cancellation and MANAGER is authorized to withhold any sums owed to MANAGER from monies held prior to the final disbursement to HOMEOWNER. An additional cancellation fee of \$125.00 will be charged to the HOMEOWNER should HOMEOWNER terminate this agreement for any reason. In the event that MANAGER has not procured a TENANT within 180 days of the property being fully available for rent, HOMEOWNER may terminate this Agreement with no penalty.

Termination by MANAGER:

MANAGER reserves the right to terminate this agreement with 30 days written notice to HOMEOWNER at any time, or, immediately with written or verbal notice if in the opinion of MANAGER'S legal counsel, HOMEOWNER'S actions or inactions violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANTS or other persons, interfere with this management agreement, code violations occur on the property, a foreclosure action is filed against the HOMEOWNER or HOMEOWNER is delinquent in the payment of any taxes, fees, assessments, bills, fines, or any other financial obligations related to the premises or the MANAGER. MANAGER may at its option continue to hold HOMEOWNER liable for any commissions due, fees due, or monies owed MANAGER if the TENANT(s) remain in the property after such termination by MANAGER. If termination occurs, HOMEOWNER shall immediately hire a Property MANAGER or provide MANAGER with a Florida bank account for MANAGER 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 HOMEOWNER is holding these funds, HOMEOWNER 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 MANAGER harmless for HOMEOWNER failing to comply with Florida law and indemnifying MANAGER if TENANT institutes any litigation regarding the deposits against MANAGER.

MANAGER will hold deposit money and/or advanced rent in a non-interest bearing account.

Rent Amount: MANAGER will use his/her best efforts to lease or rent with the following terms:

Rent Rate to be advertised is \$ _____
HOMEOWNER authorizes Management to reduce the rent rate to \$ _____ without any further written notification.

Security Deposit is required in the amount of \$100.00 greater than the rent rate. A greater security deposit may be required based on the results of prospective TENANT'S background checks. Refer to the "Resident Qualifying Guidelines" and "Rental Application for Residency" for further information.

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

Rent (Lease) Term:

HOMEOWNER understands that MANAGER will not lease a property for a term of less than 181 days. HOMEOWNER agrees that MANAGER has the right to lease the property for a term of not less than [Click here to enter text.](#) and not greater than [Click here to enter text.](#)

Insurance/Fees/Taxes/Charges:

HOMEOWNER shall pay direct any condominium/HOMEOWNER association maintenance fees, taxes, insurance, mortgages, assessments, and other charges. MANAGER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF HOMEOWNER UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY.

HOMEOWNER 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 MANAGER with proof of insurance and a copy of the declaration page. HOMEOWNER MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. HOMEOWNER agrees to and does hereby indemnify and hold harmless MANAGER, 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 MANAGERS negligence. HOMEOWNER agrees to indemnify MANAGER for any damages suffered as a result of any lapse in or failure by HOMEOWNER to maintain insurance coverage.

If TENANT is required to purchase "Renter's Insurance" HOMEOWNER agrees and understands that TENANT may discontinue coverage without notice to Management and "Renter's Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to HOMEOWNER'S property. If the HOMEOWNER requires the TENANT to purchase renters insurance, HOMEOWNER must direct MANAGER in writing prior to the lease signing and must specify what type of Renter's Insurance is required. HOMEOWNER agrees to hold MANAGER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.

- The TENANT IS NOT required to purchase renter's insurance.
- The TENANT IS required to purchase renter's insurance.

Please specify what type is required: _____

Pets:

HOMEOWNER WILL WILL NOT allow pets. A \$250.00 pet deposit per pet will be required if pets are allowed and other instructions are not indicated below. If you would like a different pet deposit and/or an additional pet fee indicate below:

Pet deposit: _____ Per pet Total Pet fee: _____ Per pet Total

HOMEOWNER affirms that dogs ARE ARE NOT covered by the HOMEOWNER'S liability insurance. HOMEOWNER is responsible for verifying this with their insurance agent. HOMEOWNER 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 HOMEOWNER'S utilities and be responsible for all or part of the bill(s), HOMEOWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall HOMEOWNER cause the termination of these services and HOMEOWNER agrees to indemnify MANAGER for any damages or litigation fees/cost incurred by MANAGER if HOMEOWNER improperly terminates a utility service. Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly. MANAGER will deduct bills to the extent of funds available and HOMEOWNER agrees that MANAGER shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(s).

At the request of MANAGER, HOMEOWNER 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. HOMEOWNER has agreed that it has disclosed in writing any issues regarding utilities including water quality problems. Such disclosure should be submitted with this agreement.

Funds:

All monies collected or received by MANAGER will be held in MANAGER'S non-interest bearing bank account(s). Broker shall remit payments to HOMEOWNER usually only after funds paid by TENANT have completely cleared MANAGER'S bank account. This is usually 10-20 days after funds are

deposited. If MANAGER does disburse money to HOMEOWNER before funds have cleared and if the funds paid to MANAGER are NSF, stop payment or otherwise not available, HOMEOWNER agrees to immediately refund that amount paid to them to MANAGER. All further rent money received, if any, will be held by MANAGER to replenish this. If HOMEOWNER does not comply and if no funds are received, HOMEOWNER will be liable to pay the money owed to MANAGER immediately.

Attorney Fees - Lease Drafting:

In the State of Florida, a MANAGER is not allowed by law to draft a lease; therefore, there will be an administrative charge to the HOMEOWNER of \$ 0.00 for preparation of the lease, as this fee is included in the Procurement Fee. 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, info@evict.com). The charges to cover these attorney's fee(s) and administrative charge will be collected from the first monies received if MANAGER does not currently have the funds from HOMEOWNER to pay this. The Law Offices of Heist, Weisse & Wolk, P.A. will be available to MANAGER and HOMEOWNER 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 HOMEOWNER. If HOMEOWNER chooses to have another law firm prepare the lease, MANAGER will send the necessary information over to the attorney upon request.

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 HOMEOWNER shall be responsible for providing MANAGER 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 HOMEOWNER agrees to indemnify MANAGER 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 HOMEOWNER, HOMEOWNER agrees that MANAGER is in no way liable for the payment of any fees, fines, or assessments imposed by the HOA or Condo Association. MANAGER 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, MANAGER shall not place the TENANT in the property. In the event HOMEOWNER receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, HOMEOWNER shall immediately forward such correspondence to MANAGER and confirm receipt by MANAGER.

Furnishings/Warranties:

The HOMEOWNER shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the MANAGER \$100.00 to provide same (this fee is subject to change with notification by first class mail). It is HOMEOWNER'S responsibility to keep inventory current.

HOMEOWNER is also to deliver copies to MANAGER of any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, MANAGER shall assume none exist.

HOMEOWNER will provide a minimum of: three(3) full sets of keys, one(1) mailbox key (if applicable), one(1) garage door opener (if applicable), one(1) subdivision entry gate pass/opener, and one(1) pool/clubhouse entry pass/key, as applicable.

In all units, HOMEOWNER will provide basic window treatments and their hardware, or authorizes MANAGER to purchase and install same, at HOMEOWNER'S expense. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, HOMEOWNER agrees that MANAGER is authorized to purchase screens and/or make window repairs or replacements at HOMEOWNER'S expense. HOMEOWNER understands that it is not advisable to leave any personal property on the premises and HOMEOWNER shall hold MANAGER harmless for any loss of the personal property for any reason.

Landscaping:

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

Rekeying:

MANAGER is given the authority to Re-Key the outside access doors at the discretion of MANAGER at HOMEOWNER's expense.

Lockboxes:

Lockboxes are used to allow fast, easy access to show the premises to a prospective TENANT. If a lockbox is authorized, HOMEOWNER shall hold MANAGER harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.

MANAGER may may not utilize a lockbox to access the premises.

Vacant Units:

Vacant units are increasingly subject to vandalism, squatters, theft and damage to air conditioning compressors. MANAGER shall check and/or show vacant units at least twice per month. If more frequent checking is requested, this must be negotiated separately between MANAGER and HOMEOWNER and there may be additional charges. Under no circumstances will MANAGER be held liable for any loss or damage to the vacant premises. HOMEOWNER 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:

HOMEOWNER 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, HOMEOWNER shall be charged for same.

Lease Signing:

HOMEOWNER agrees to promptly sign and return leases.

Credit Reports:

Due to laws which affect disclosure of private and credit information, HOMEOWNER 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:

MANAGER 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 HOMEOWNER, MANAGER 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). MANAGER is given the power to make claims upon the security deposit on behalf of HOMEOWNER and MANAGER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to MANAGER. HOMEOWNER understands and agrees that the Security Deposit belongs in full to the TENANT(s) unless a claim is made upon the Security Deposit and MANAGER is hereby granted the sole authority to make claims as MANAGER deems appropriate. HOMEOWNER shall not interfere with this process and shall accept MANAGER'S claim, if any, on the Security Deposit.

Pools:

HOMEOWNER shall maintain a professional licensed bonded pool service for the pool (if one exists) at HOMEOWNER'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 MANAGER may hire a pool service or provide pool service at the HOMEOWNER'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:

MANAGER 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 MANAGER and HOMEOWNER regardless of the presence of hurricane shutters or similar devices on the premises.

MANAGER'S Authority:

MANAGER is granted by the HOMEOWNER the right to manage the property as the MANAGER deems necessary, to conduct a background check on the TENANT(s), to screen prospective TENANT(s), to collect all rental and other funds that may be due to HOMEOWNER, to cooperate with other MANAGER'S or assign or sell the management account as MANAGER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things HOMEOWNER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by HOMEOWNER in writing. If an

applicant does not meet MANAGERS rental criteria and MANAGER feels that HOMEOWNER may wish to override MANAGERS judgment, HOMEOWNER may be given the opportunity to approve applicant based upon the information that MANAGER supplies HOMEOWNER. MANAGER is given the Exclusive Right to deliver, on HOMEOWNER'S behalf, any default notices to TENANT(s) as may be necessary. Any legal notices of institution of eviction or damage proceedings against TENANT(s), through the courts or otherwise, must be taken by the HOMEOWNER individually or, with the permission of the HOMEOWNER, MANAGER shall hire an eviction attorney to perform the eviction. MANAGER does not practice law. Costs and Attorneys Fees to evict TENANT(s) or otherwise will be paid by HOMEOWNER in advance and when due and HOMEOWNER agrees to hold MANAGER harmless for same.

Advertising:

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

Repairs and Emergencies:

MANAGER is given the right to spend at MANAGER'S discretion and without the necessity of permission by OR notification to the HOMEOWNER, an amount not to exceed \$200.00 in any 30-day period during this agreement to purchase items, order cleaning, make repairs, put TENANT in a hotel for up to 2 nights and pay for same out of HOMEOWNER'S funds, and , if inadequate, HOMEOWNER shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to HOMEOWNER. After the TENANT vacates and funds become available for use from the TENANT'S Security Deposit, MANAGER 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, HOMEOWNER shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range, leaks, plumbing or any other repair the MANAGER deems an emergency and or necessary in MANAGER'S sole judgment for the safety of the TENANT(s) or the welfare of the property, MANAGER has authority to institute repairs, even if over the aforementioned limit and HOMEOWNER agrees to be responsible for the sums expended. MANAGER is not required to hire vendors to institute emergency repairs if MANAGER has not approved the emergency repair or provided the necessary funds but may do so at MANAGERS discretion with HOMEOWNER holding MANAGER harmless for and failure to do so.

Repair Account:

In order to maintain the Repair Account, HOMEOWNER will provide MANAGER with \$300 \$400 \$500 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, MANAGER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to HOMEOWNER. MANAGER will arrange for all repairs, inspections, maintenance and cleanings, unless HOMEOWNER has notified MANAGER in writing prior to the commencement of repairs to use someone else that HOMEOWNER has selected, and HOMEOWNER makes arrangements with the third party directly. HOMEOWNER agrees that they shall pay third party directly and shall indemnify and hold MANAGER 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 MANAGER'S option, if there are not sufficient funds to make a repair, MANAGER can require payment by HOMEOWNER prior to making the repairs and HOMEOWNER shall hold MANAGER harmless for any delay or failure to make a repair if the funds are not available.

HOMEOWNER chooses NOT to maintain a Repair Account

Management Fees, Other Fees and Commissions

MANAGER 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 discretion of the MANAGER and MANAGER shall retain any such charges, fees and late fees even though they may be defined as "additional rent" in the agreement which allows these sums to be placed on a Three Day Notice.

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

Lease Fee: HOMEOWNER agrees to pay MANAGER a one-time TENANT lease fee of one month's rent upon each new and existing lease agreement and TENANT taking possession for account set up, marketing, processing, signage and other fees.

Processing Fee: HOMEOWNER agrees to pay MANAGER a fee of \$25.00 for the processing of each new lease. In addition, the HOMEOWNER agrees to pay MANAGER the same fee for the processing of each renewal lease for existing tenants.

Management Commission: MANAGER 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. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to HOMEOWNER minus the commission and any money owed by HOMEOWNER each month when it becomes due.

Mandatory Minimum Monthly Fee: If, after diligent efforts by MANAGER, TENANT fails to pay the rent, HOMEOWNER agrees to pay a minimum management fee of 10% of rents due.

Management Commission in the Event of HOMEOWNER Default: Unless otherwise agreed to in writing between HOMEOWNER and MANAGER, in the event HOMEOWNER 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 third party related to the premises or if the TENANT is served with a Notice of Lis Pendens or any demands are made by a mortgage holder, servicer, HOA or Condo Association, and the property MANAGER is continuing to manage the property the management commission shall remain at 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. Plus HOMEOWNER shall owe any additional fees as outlined in FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS paragraph below.

Lease Renewal Fee: HOMEOWNER agrees to pay MANAGER a Lease Renewal Fee of 3% of gross rents due on the renewal lease each time the lease agreement is renewed with the same TENANT or TENANTS or the lease is assigned by TENANT or TENANTS with HOMEOWNER'S permission.

Property Condition Review: An annual Property Condition Review is provided as part of the Procurement Fee and will be conducted within the year that the procurement fee was paid to MANAGER. Each additional Property Condition Review will need to be requested by the HOMEOWNER and will be performed for a fee of \$125.00 per review, at the HOMEOWNER'S expense.

Vacancies, Extensions and Renewals

HOMEOWNER agrees to pay MANAGER 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.

Proceeds

MANAGER shall send HOMEOWNER the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement within 30 calendar days after date on which rent becomes due. In the event a prospective TENANT places a good faith or holding deposit with MANAGER and fails to take possession, said deposit shall be retained by broker. In order to minimize legal disputes and liability to both the HOMEOWNER and the MANAGER, MANAGER 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 MANAGER'S legal counsel and HOMEOWNER agrees to hold MANAGER harmless for same. THIS IS TO AVOID LITIGATION FOR THE HOMEOWNER AND THE MANAGER. MANAGER may send HOMEOWNER proceeds by check, direct deposit or ACH (electronic transfer) and also may send all statements by email to HOMEOWNER. HOMEOWNER shall provide MANAGER with all necessary information for ACH deposits. If MANAGER has sent proceeds to HOMEOWNER and the TENANT'S payment is not honored, HOMEOWNER shall immediately refund such payment to MANAGER upon demand.

Notices

Whenever any notice is required in this agreement, or there is a desire to communicate formally or legally, by HOMEOWNER to MANAGER, notice must be in writing and mailed certified return receipt requested to MANAGER'S address, and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances MANAGER 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 OWNER's and MANAGERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify MANAGER in the event MANAGER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to MANAGER'S actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, HOMEOWNER agrees to pay for an inspector to help defend HOMEOWNER and MANAGER from claims made by the TENANT. Such inspection will not be performed unless the HOMEOWNER is notified first and authorizes the inspection.

Pre-1978 Properties

Federal EPA rules require MANAGER 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 homes to be certified under the Renovation Repair and Paint Rules (RRP). Please do not use any friends, vendors, handymen, or ask us to use any persons that are not certified, to make repairs on your home. HOMEOWNER grants MANAGER permission to sign the Lead Based Paint Disclosure as agent for HOMEOWNER.

HOMEOWNER Contact with TENANT(s)

HOMEOWNER agrees and understands that if HOMEOWNER 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 HOMEOWNER will have to testify in person in court. MANAGER strongly urges that all contact with TENANT(s) be made by and through MANAGER. HOMEOWNER agrees that contact with the TENANT(s) may be grounds for MANAGER terminating this agreement and continuing to hold HOMEOWNER liable for all commissions due.

Collections and Small Claims Court Cases

MANAGER 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 HOMEOWNER, 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. HOMEOWNER may hire a collection agency or attorney of their choosing.

Commission and Other Legal Disputes

In the event of any litigation between the HOMEOWNER and MANAGER, 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 MANAGER'S office is located. This county is currently POLK and can change. Both HOMEOWNER and MANAGER 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, HOMEOWNER agrees that MANAGER shall comply with any court order and/or at MANAGER discretion disburse rent monies to the requesting party based on advice of MANAGER'S legal counsel. If any of the aforementioned occurs, HOMEOWNER gives MANAGER the full right and authority to disburse the security deposit or advance rent held by

MANAGER to any party including the TENANT even if the TENANT is still residing on the premises or owes rent. If MANAGER 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, HOMEOWNER agrees to pay the MANAGER the agreed upon fee of 10% each month.

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 on 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_____.

HOMEOWNER 1 Printed Name: _____

HOMEOWNER 1 Signature: _____

Address: _____ Phone: _____

HOMEOWNER 2 Printed Name: _____

HOMEOWNER 2 Signature: _____

Address: _____ Phone: _____

HOMEOWNER 3 Printed Name: _____

HOMEOWNER 3 Signature: _____

Address: _____ Phone: _____

HOMEOWNER 4 Printed Name: _____

HOMEOWNER 4 Signature: _____

Address: _____ Phone: _____

MANAGER's Printed Name: Michelle Heath

MANAGER's Signature: _____

Full Service Property Management, 1400 Chalet Suzanne Road, Lake Wales, FL 33859

Mobile: 863.528.3123 Office: 863.676.4448 Fax: 863.676.4115

EXAMPLE