Full Service Property Management

1400 Chalet Suzanne Road, Lake Wales, FL 33859 ● 863.676.4448 ● 863.528.3123



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

PARTIES:

This agreement between Click here to enter text. ,the owner or legally appointed representative of the premises, hereafter called LANDLORD and Full Service 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. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. LANDLORD warrants that the unit to be managed is a legal rental unit and rental, NO Homestead Exemption is being claimed, and rental of same will not be in violation of any rules, law, or ordinances.

DECISIONS, DIRECTIVES:

In the event there are multiple property owners (husband and wife, partners, etc.) BROKER:

☐ must take directives from ALL OWNERS ☐ may deal with ANY owner

☐ may deal with ONLY with _____

If not designated, BROKER will need signatures and directives from ALL OWNERS.

INFORMATION:

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

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

The LANDLORD hereby states that the premises ☐ are ☐ are not currently occupied.

If currently occupied, when will the residents be vacating?

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.

SAMPLE

The unit was built prior to 1978?

☐ No
☐ Yes, you will be required to complete a Lead Based Paint Disclosure

TERM OF AGREEMENT:

It is mutually agreed upon 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, LANDLORD agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. The term shall begin on Click here to enter a date. and will be in effect for the greater of one year or the lease duration and will automatically renew for successive year or lease duration period at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate.

TERMINATION BY LANDLORD:

Termination is effective when actually physically received by BROKER by CERTIFIED MAIL. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT(s) placed 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 this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee of $0.00 will be charged to the LANDLORD should LANDLORD terminate this agreement for any reason. In the event that BROKER has not procured a TENANT within 180 days of the property being fully available for rent, LANDLORD may terminate this Agreement with no penalty.

TERMINATION BY BROKER:

BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of BROKER or 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, LANDLORD is delinquent in the payment of any taxes, fees, assessments, bills, fines, or any other financial obligations related to the premises or BROKER or LANDLORD is unresponsive or uncommunicative. LANDLORD agrees to trust the judgement of the BROKER and follow the BROKER'S professional recommendations. LANDLORD agrees that neither party shall engage in any harassing behavior, emails or phone calls. 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.

SAMPLE

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 failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.

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

RENT AMOUNT:

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

Rent Rate to be advertised is $

Security Deposit is required in the amount of $100.00 greater than the rent rate. A greater security deposit and/or last month's rent 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. 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.

TERM OF LEASE:

LANDLORD understands that BROKER will not lease a property for a term of less than 181 days. LANDLORD agrees that BROKER has the right to lease the property for a term of not less than 181 days and not greater than 12 months.

INSURANCE/FEES/TAXES/CHARGES:

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

LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than $100,000.00 per person and $300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons

SAMPLE

and/or property occurring on or about the premises unless due to BROKER'S negligence. LANDLORD agrees to name BROKER as an "additional insured" on its liability and dwelling insurance policy and furnish LANDLORD with certificates evidencing such insurance within ten (10) days of the execution of this Agreement. 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 "Renter's Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to BROKER 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 LANDLORD'S property. If the LANDLORD requires the TENANT to purchase renter's insurance, LANDLORD must direct BROKER in writing below 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.

☐ 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: HO4; Named Insured(s): TENANT's NAMES; Name of any Additional Insured(s): LANDLORD's NAMES; Personal Property Coverage minimum of $10,000; Personal Liability Coverage minimum of $300,000 (animal liability coverage is required if TENANT has pets); LANDLORD is only additional insured in regard to liability coverage.

PETS:

LANDLORD ☐ 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

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 and/or Emotional Support Animals for persons with disabilities or medical needs are not considered pets and must be allowed. No pet fee, pet rent or pet deposit can be collected for a Service Animal or Emotional Support Animal. This is Federal and State Law. Prior to lease signing, BROKER will not disclose to LANDLORD if a Service Animal or Emotional Support Animal will be present on the property.

SMOKING:

LANDLORD designates the inside of the premises to be NO SMOKING/VAPING. BROKER shall place a No Smoking clause in the lease. LANDLORD understands and agrees to hold BROKER, its agents, employees and assigns harmless from any damages caused by the TENANT violating this clause.

SAMPLE

EXCLUDED AMENITIES, PERSONAL PROPERTY, OR PLACES/AREAS ON THE PREMISES:

Any appliances or items including but not limited to a Jacuzzi, hot tub, extra refrigerator, cameras, microwave, garbage disposal, dishwasher, solar system, irrigation system, grill, pool pump or any other amenities or items that the LANDLORD does NOT wish to be responsible for maintaining must be disclosed to BROKER by LANDLORD below. LANDLORD understands by Florida law that the LANDLORD will be responsible for repair, maintenance or replacement of all items not listed below.

Standard Lease Clause will make TENANT responsible for light bulbs, AC filters, alarm system, refrigerator filters, and smoke alarm batteries.

Indicate any additional items that the TENANTs are expected to maintain: _____
_____

Any excluded areas must be disclosed as well or, by Florida law, TENANT may use them. This includes but is not limited to areas such as shed(s), storage closet(s), garage, attics, crawl spaces, dock, other storage areas, sheds, or rooms. The property includes the entire premises in full UNLESS any areas to be excluded are disclosed to BROKER by LANDLORD below.

Standard Lease Clause will not allow TENANT to access, enter, or store any items in any crawl spaces, attics, or any locked areas.

Indicate any additional areas that the TENANT will NOT have access to: _____
_____

Any personal property left on the premises is left at the LANDLORD'S sole risk. LANDLORD must clearly state what areas of the premises are not to be used by the TENANT or what items on the premises are not to be used by the TENANST and are not to be the responsibility of the LANDLORD. Unless some thing or some area is excluded in the lease, by law, the TENANT is able to use that thing or area and the LANDLORD is responsible for maintaining, repairing and/or replacing.

UTILITIES:

If allowed by law and unless otherwise agreed to by the parties, TENANT(S) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the TENANT(S) shall have use of the 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).

SAMPLE

LANDLORD is 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. LANDLORD affirms that the water is safe, usable and drinkable and unless otherwise agreed to in the lease agreement, LANDLORD shall provide and pay for any water treatment system that may be necessary. LANDLORD affirms that if there is a septic system, LANDLORD shall be fully responsible for the proper operation and usability of the septic system and has disclosed to BROKER any prior septic system failures or problems.

ATTORNEYS FEES – LEASE DRAFTING:

In the State of Florida, a BROKER is not allowed by law to draft a lease; therefore, there will be a separate administrative charge to the LANDLORD 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, PLLC (1.800.253.8428, info@evict.com). The charges to cover these attorney's fee(s) and administrative charge will be collected from the first monies received if BROKER does not currently have the funds from LANDLORD to pay this. The Law Offices of Heist, Weisse & Wolk, PLLC 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.

CONDOMINIUM/HOMEOWNER 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/KEYS/PERSONAL PROPERTY:

The LANDLORD shall deliver a copy of the furnishings inventory (list) if furnished or, in the alternate, pay the BROKER $200.00 to provide same (this fee is subject to change with notification by first class mail). It is LANDLORD'S responsibility to keep inventory current.

LANDLORD is also to deliver copies to BROKER any Service Contracts (such as a home warranty, HVAC service, etc.) 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 to BROKER a minimum of: three (3) full sets of keys, two (2) mailbox keys (if applicable), at least 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, LANDLORD will provide basic window treatments and their hardware, or authorizes BROKER to purchase and install same, at LANDLORD'S expense. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense.

LANDLORD understands that is not advisable to leave any personal property on the premises and LANDLORD shall hold BROKER harmless for any loss of the personal property for any reason.

LANDSCAPING:

Even if TENANT is responsible in the lease agreement for the 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 lawn/landscaping. LANDLORD understands that BROKER will not ask TENANT to water the lawn/landscaping more than city/county restrictions allow.

REKEYING:

BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at LANDLORD's expense. BROKER will not provide LANDLORD with keys to the premises while the premises are occupied due to liability to the LANDLORD and the BROKER. Locks will be re-keyed at LANDLORD's expense before a new lease is executed and TENANT takes occupancy.

INSTALLATION OF KEYBOX/LOCK BOX SYSTEMS:

BROKER, AGENTS, EMPLOYEES, and ASSIGNS may utilize a Key Box/Lockbox/Self Showing product or system for the convenience and use of any BROKER, AGENTS, EMPLOYEES and ASSIGNS and prospective TENANTS to show and/or grant access of the property to prospective TENANTS, purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties. LANDLORD agrees for himself, his heirs and assigns to hold harmless BROKER, AGENTS, EMPLOYEES and ASSIGNS, vendors, cooperating brokers and other agents for any and all claims, loss or liability arising from the use of said Key Box/Lockbox/Self Showing product or system. BROKER, AGENTS, EMPLOYEES and ASSIGNS may use an automated or electronic lockbox system, self-showing or other key system and physically give keys to allow prospective unaccompanied prospects to access the property for self-

SAMPLE

showings. LANDLORD shall hold BROKER, AGENTS, EMPLOYEES and ASSIGNS harmless for claims, damages, vandalism or theft arising by access and/or misuse of the key, self-showing system, failure of the prospect to relock the premises, copying of key(s) and/or by breaking and entering.

VACANT UNITS:

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

LANDLORD agrees to promptly sign and return leases.

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. BROKER will disclose to LANDLORD only the items disclosed on the Authorization to Lease.

TENANT'S SECURITY DEPOSIT, DAMAGES, IDENTITY THEFT OR MISSING ITEMS:

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

SAMPLE

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 provide pool service at the 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 prospective TENANT(S), to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKERS 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 LANDLORD deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing. If an applicant does not meet BROKER'S rental criteria and BROKER feels that LANDLORD may wish to override BROKER'S judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that BROKER supplies LANDLORD. BROKER is given the Exclusive Right to deliver, on LANDLORD'S behalf, any default notices to TENANT(S) as may be necessary. In order to minimize legal disputes and liability to both the LANDLORD and the BROKER, BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease and LANDLORD agrees to hold BROKER harmless for same. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND THE BROKER.

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 the LANDLORD'S expense. BROKER is not under any obligation to advertise the specific property being managed but may choose to do so.

SAMPLE

REPAIR ACCOUNT:

In order to maintain the Repair Account, LANDLORD will provide BROKER with ☐ $0 ☐ $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, 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 LANDLORD shall hold BROKER harmless for any delay or failure to make a repair if the funds are not available.

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 $300.00 per individual repair or service 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. The $300.00 authorization limit applies separately to each individual repair, service, or item and is not cumulative. Multiple repairs, maintenance issues, services, or purchases occurring during the same day, week, or month shall not be deemed a single repair, service, or item for purposes of this authorization.

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.

VENDORS USED BY BROKER:

BROKER shall use their own vendors and tradespeople for repairs and maintenance of the premises. In the event that BROKER permits LANDLORD to use a vendor outside of BROKER'S network, LANDLORD agrees to hold BROKER, property management company, its owners, agents, management, employees, and assigns harmless against any and all claims,

SAMPLE

demands, suits or loss, including all costs connected therewith, and for any damages, costs, sums, which may be asserted, claimed or recovered against or from BROKER, property management company, its owners, agents, management, employees and assigns and LANDLORD releases BROKER, its owners, agents, management, employees, vendors and assigns for any and all claims or delays in repairs or maintenance arising out of the use of his/her vendor and LANDLORD indemnifies BROKER, its owners, agents, management, employees, and assigns in the event there is any litigation or dispute against BROKER, its owners, agents, management, employees, and assigns arising out of LANDLORD using their own vendor.

WARRANTIES AND HOME WARRANTIES:

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

MOLD TESTING:

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

SMART LOCKS, ELECTRONIC LOCKS, SMART THERMOSTATS, CAMERAS, OR OTHER WIFI, GSM OR OTHER ELECTRONIC DEVICES:

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

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 the BROKER the TENANT has suffered or will suffer an inconvenience or diminishment in value of the premises due to some unforeseen problem including but not limited to tenting of the premises for termites. This is to help reduce the chance of litigation against the LANDLORD and encourage TENANT cooperation.

MANAGEMENT FEES, OTHER FEES AND COMMISSIONS:

BROKER shall be entitled to a commission from the rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, month-to-month fees, application fees, a/c filter charge fees, fees collected per a Resident Benefit Package, and pet fees. 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, aforementioned charges and late fees even though they may be defined as "additional rent" in the lease agreement which allows those sums to be placed on a Three Day Notice or other Notice to Pay Rent as given by law. BROKER may have a business relationship, ownership interest or other financial affiliation with vendors and suppliers of services or products to the TENANT and/or LANDLORD and may receive additional financial or other benefits from that relationship, ownership or affiliation. 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.

Full Service Property Management uses a utility platform to confirm Tenants have activated utilities in their name prior to the lease start date. Tenants may establish utility service accounts directly with the applicable utility providers; however, proof of utility activation must be uploaded to the utility platform prior to move-in or as otherwise required by management. Tenants are not required to activate internet services at the property. If tenants choose to obtain such services, they may do so directly through the provider or through Full Service Property Management's utility platform. Full Service Property Management may receive compensation if internet services are established through the utility platform.

PROCUREMENT/LEASE FEE:

LANDLORD agrees to pay BROKER a one-time TENANT procurement/lease fee of $1000.00 upon each new and existing lease agreement and TENANT taking possession for account set up, marketing, processing, signage, and administrative and other fees. This is nonrefundable in the event TENANT breaks the lease agreement or terminates early.

PROCESSING FEE:

SAMPLE

LANDLORD agrees to pay BROKER a separate fee of $0.00 for the processing of each new lease, as this fee is included in the Procurement Fee. In addition, the LANDLORD agrees to pay BROKER the same fee for the processing of each renewal lease for existing tenants.

MANAGEMENT COMMISSION:

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. 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.

MANDATORY MINIMUM MONTHLY FEE:

If TENANT fails to pay the rent, LANDLORD agrees to pay a minimum management fee of 10% of rents 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 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 BROKER 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 LANDLORD shall owe any additional fees as outlined in FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS paragraph below.

LEASE RENEWAL FEE:

LANDLORD agrees to pay BROKER 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 LANDLORD'S permission.

MONTH TO MONTH or LEASE EXTENSION 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, LANDLORD agrees to pay BROKER a Month to Month or Lease Extension Fee of $400.00. In addition, BROKER may charge the TENANT a month to month or lease extension fee each month and retain said fee.

PROPERTY CONDITION REVIEW:

An annual Property Condition Review is provided as part of the Procurement Fee and/or Lease Renewal Fee and will be conducted within the year that the procurement fee and/or

SAMPLE

Lease Renewal Fee was paid to BROKER. Each additional Property Condition Review will need to be requested by the LANDLORD and will be performed for a fee of $125.00 per review, at the LANDLORD'S expense.

VACANCIES, EXTENSIONS AND RENEWALS:

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.

PROCEEDS AND DEPOSITS:

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 (usually 7 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks). If BROKER does disburse money to LANDLORD before funds have cleared and/or if the funds paid to BROKER come back NSF, stop payment, ACH reversed, there is a credit card chargeback or funds are otherwise not available and BROKER has already disbursed funds to LANDLORD, LANDLORD agrees to immediately refund that amount paid to them to BROKER. 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. BROKER may send LANDLORD proceeds by check, direct deposit or ACH and may also send all statements by email to LANDLORD. LANDLORD shall provide BROKER with all necessary information for ACH deposits. 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. 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. Proceeds shall be made payable to the entity that owns the premises. Any deviation from this must be from the direction of a Certified Public Accountant. If the premises are owned by a husband and wife and one spouse dies during the term of this agreement, extensions or any renewals LANDLORD directs BROKER to remit proceeds to the surviving spouse. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit shall be retained by BROKER. In the event TENANT(S) vacate voluntarily or involuntarily owing 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 in this agreement and agrees to remit same to BROKER.

NOTICES:

Whenever any notice is required in this agreement, or there is a 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 if receipt by BROKER is acknowledged in writing or by email. If

communication is by email, it will not be valid unless BROKER has responded by email affirming that the communication was received.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS:

TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER'S 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 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. 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 or anyone connected to the LANDLORD has any contact with the TENANT(S) in person, by mail, email, phone, text, by property visits 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 requires that all contact with TENANT(S) be made by and through BROKER. LANDLORD agrees that contact with the TENANT(S) during the tenancy by LANDLORD or anyone connected to the LANDLORD 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. Any 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 the LANDLORD, BROKER shall hire an eviction attorney to perform the eviction.

SAMPLE

Costs and Attorney's 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.

SECTION 8, VOUCHER PROGRAMS AND OTHER THIRD PARTY PAYERS:

In the event that rent is paid in full or part by any government agency and this Agreement is terminated by the LANDLORD or BROKER, LANDLORD agrees to pay BROKER the sum of $25.00 per hour for work involved in transferring any payment methods, contracts, programs or agreements from BROKER to LANDLORD.

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 Polk County. 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 additional fee to BROKER each month of $50.00.

ELECTRONIC SIGNATURES/FAX:

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

SAMPLE

*** 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 , sexual orientation, service member status, or any other Federal, State or local protected 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. BROKER and LANDLORD are not allowed to prevent TENANT(S) to have Service Animal(s), Emotional Support Animal(s) or any animal deemed needed for a TENANT(S) disability. BROKER and LANDLORD will not be permitted by law to collect any PET FEE, PET RENT, or PET DEPOSIT for any animal(s) deemed medically necessary.

EXECUTED THIS _____ DAY OF _____, 20____.

LANDLORD 1 Printed Name: _____

LANDLORD 1 Signature: _____

Address: _____ Phone: _____

LANDLORD 2 Printed Name: _____

LANDLORD 2 Signature: _____

Address: _____ Phone: _____

BROKER's Printed Name: _____

SAMPLE

BROKER'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

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