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EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

PARTIES: This agreement between _____, SS No. _____

and _____, SS No. _____ (Co-Owner)

The owner or legally appointed representative of the premises, hereafter called LANDLORD and FLARENT, INC, 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: Address _____ COUNTY _____

CITY _____, FLORIDA, 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. Unit# _____ F _____ UF _____ BDRS _____ BATHS _____ PARKING SPACE# _____ GARAGE DOORS _____

1. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties' successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the _____ day of _____ 20____ and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. Termination by LANDLORD is effective when physically received by BROKER. The LANDLORD agrees to pay the broker a sum of \$275.00 of which \$75.00 will be used as a setup fee. The \$ 200.00 will be placed in an escrow account and may be used for additional advertising and repairs if needed. In the event LANDLORD terminates this agreement, 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 LANDLORD terminates this agreement, the BROKER'S rights provided for in paragraph 13 THROUGH 18 shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. A cancellation fee of \$100.00 will be taken from the escrow account if this contract is cancelled before securing a tenant during the first term of this contract. If the landlord terminates this agreement while the tenant(s) are under a current lease secured by FlaRent Inc., a cancellation fee of the uncollected 10% management fee will be assessed. (The 10% management fee will be extended through the anniversary of lease). 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 are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. 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.

2. **RENTALS:** BROKER will use his best efforts to lease or rent with the following terms: PRORATED RENT, FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be \$50.00 less than monthly rent if rent is \$800.00 or more. 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 for any reason. Rental Rates will be the current market rate as determined in the sole judgment of BROKER. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges and late fees.

3. **INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. As an extra service, BROKER will disburse your collected funds for your homeowner's dues directly to the banks or associations for a non-refundable annual fee of \$30.00. However, if collected funds are not in your account due to late rental payments or inadequate funds, BROKER will not be responsible for late charges or other penalties, which LANDLORD may incur. LANDLORD agrees that they shall maintain public liability insurance coverage on the property ALWAYS in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its employees, agents and assigns, from all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

4. **UTILITIES:** If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the LANDLORD'S utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).

5. **FUNDS:** Any monies collected or received by BROKER will be held in BROKER'S bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services and partial escrow agent's fee.

6. **ATTORNEYS FEES - LEASE DRAFTING:** In the State of Florida, a BROKER is not allowed, by law, to draft a lease, therefore, there will be a charge to the LANDLORD of \$45.00 for attorney's fees for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be Heist & Weisse, P.A. 1661 Estero Blvd., Ste 20, Ft. Myers Beach, FL 33931, phone number 800-253-8428. The charges to cover this attorney's fee(s) will be collected from the first monies received. The attorney will be available to you and us at no charge for phone consultations in the event of any disputes with the Tenant or related issues. **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.

7. **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, 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.

8. **FURNISHINGS/WARRANTIES/NON-APPROVED CONTRACTOR:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pays the BROKER \$30.00 to provide it. (The \$30.00 fee is subject to change with notification by first class mail). It is LANDLORD'S responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. A current service contract or warranty stating what is covered for repairs, if given to the BROKER by the LANDLORD, will be given to the tenant to arrange scheduling of repairs with the company named in the contract. BROKER is not responsible for payment if an independent contractor inadvertently due to a tenant call for service is sent out. The tenant will be billed for the repair. Landlord securing their own vendors for performing services on or in their property is responsible for directly paying these vendors. LANDLORD will provide four (4) full sets of keys plus two (2) mail keys to the BROKER. In unfurnished units, LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install it.

9. **LEASING and MANAGEMENT:** BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), 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 attorney to perform the eviction. Costs and Attorney's Fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for it. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of it will not be in violation of any rules, laws, or ordinances. BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASE(S)

10. **DAMAGES or MISSING ITEMS:** BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by BROKER or BROKER'S Agent at departure. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Landlord and Broker shall not be held liable for any failure to make claim(s) on any damages, which were not readily apparent to Broker.

11. **HURRICANES, TROPICAL STORMS, ACTS OF GOD:** BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing between BROKER and LANDLORD.

12. **BROKER'S AUTHORITY:** BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, 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.

13. **REPAIRS:** BROKER is given the right to spend in the amount not to exceed \$500.00 in any one month 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. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in BROKER'S sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit. To maintain the Repair Account, broker may replenish the escrow account from the rents received to ensure this account does not fall below \$200.00. In the event repairs are made, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD. LANDLORD agrees that in the event of an insurance claim, LANDLORD will be charged a customer service fee of 5% of the repair not to exceed \$1000.00. This fee is to cover arranging for, coordinating the claim and repair with the insurance company. 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 third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold BROKER harmless for payment of it.

14. **FEE:** BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement. **LONG TERM RENTALS:** In the event, there is a long-term lease entered into (6 months or longer) **the fee will be half of the first month's full rent or a minimum of \$ 500.00. For renewals, landlord agrees to pay \$200.00 if tenant remains for one more year or a minimum of \$100.00 for 6 months or less.**

15. **MANAGEMENT FEES:** BROKER shall be entitled to a management fee of 10% per month of rents received with a **minimum management fee of \$75.00.** LANDLORD agrees to pay BROKER according to the above schedule during the tenant(s) continuing occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

16. **PROCEEDS:** BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses incurred by broker including ads placed in local media and on-line services. It is understood that no funds will be released until monies have cleared the BROKER'S bank (usually 5 to 7 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks) should certified funds, cash or traveler's checks not have been received. **NOTE: FlaRent, Inc. will be doing only Direct Deposit and Online Statements. Direct Deposit are made electronically into your checking or savings account once a month by BROKER and funds shall be paid starting on the 10th day of the month and only on tenant(s) funds that have cleared BROKER'S account(s) as allowed by law. Owner shall authorize FlaRent, Inc. to electronically deposit to the specified account each pay day. Online Statements will be available to view after the 10th of the month and/or once a week thereafter if updated. Owner shall sign-up to view the statements online at www.FlaRent.com. FlaRent, Inc. will only mail statements and paper checks at owner's request, for an annual fee of \$50.00 each service.** In the event owner decides not to sign-up online or authorize FlaRent, Inc. to electronically direct the net payment, FlaRent, Inc. reserves the right to charge the annual fee for each service. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for it.

17. **SALE:** Owner agrees to pay Broker a fee of six percent (6%) at closing should Broker bring an acceptable purchase offer to the owner. This would hold true for any tenant procured by BROKER who is currently in occupancy, or has been an occupant of the property within the preceding year. Should you decide to list your unit for sale with another Real Estate Broker, you should exclude in your listing agreement any tenant(s) we have secured for you in the past one year or future tenants that will be occupying your unit during the term(s) of your listing agreement. Failure to do so will result in your possibly paying double sales commission.

18. **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 or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

19. **CONTACT WITH THE TENANTS:** LANDLORD agrees to have no contact with the Tenants whatsoever by phone, fax, email, mail, in person or through any other means and shall immediately direct ALL attempted contacts to the Property Manager. LANDLORD understands and agrees that any contact with the Tenants may result in the LANDLORD being forced to attend court on short notice in the event of any litigation, including but not limited to eviction actions or security deposit lawsuits.

****IMPORTANT NOTICE** FACSIMILE AND ELECTRONIC MAIL SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE OR ELECTRONIC MAIL. SUCH FACSIMILES OR ELECTRONIC MAIL SHALL BE BINDING AS IF ORIGINALS.**

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

EXECUTED this _____ day of _____, 20____. _____ LANDLORD

LANDLORD

BROKER OR AGENT OF BROKER