

Property Management Agreement

1. **PARTIES:** In consideration of the agreement of _____ (the "Agent") and _____ (the "Owner") as set forth herein concerning the property known as _____ (the "Property"). The Property shall include the entire premises in full unless any areas such as shed(s), attic(s), crawl spaces and/or other storage areas are specifically excluded by Owner in writing. Owner employs Agent exclusively to rent/lease and manage the Property.

2. **TERM:** This Agreement shall be effective so long as any tenant secured by Agent remains in possession of the Property. Owner understands that this Agreement will run concurrently with tenancy approved by Owner or Agent. Owner may terminate this Agreement prior to the expiration of the tenancy by giving _____ () days notice in writing to the Agent and paying all sums due under the terms of this Agreement. Should Owner terminate this agreement, Owner agrees to pay Agent its commission through any current term of tenancy. Agent may terminate this Agreement by giving Owner _____ () days written notice, in which event Agent will not be entitled to any further compensation hereunder.

3. **MANAGEMENT FEE:** Owner agrees to pay Agent an Administrative Fee in the amount of \$_____ upon the signing of this Agreement. This fee will 1) place the property in Agent's property management database, 2) have a sign and flyers (if allowed) placed on the property, 3) have print and online advertising (up to four print ads) placed as determined exclusively by Agent for local and/or national exposure, and 4) place the property in the _____ Florida Multiple Listing Service. If a real estate sales associate from another real estate firm refers a tenant to Agent and that applicant is ultimately approved, Owner agrees to pay Agent an additional MLS Fee in the amount of \$_____ or ___% of the monthly rental amount, whichever is greater, which in turn will be paid by Owner to referring agent as a referral fee. This referral fee will be deducted from Owner's first month rental proceeds.

Owner further agrees to pay Agent a Management Fee equal to ___% of the total rent collected per month or \$_____ per month, whichever is greater, for the duration of the tenancy secured by Agent. During times when the property is vacant, Owner will pay Agent \$_____ per month for property oversight. This monthly fee will not be owed during the initial period when Owner first places the property with Agent.

Tenants are charged a ___% late fee, or \$_____ whichever is greater, in the event their rent is not received by Agent as called for in the lease. All late fee payments are split equally between Owner and Agent. Any fees charged to Tenant for service of notice(s) and lease modifications shall be retained in full by Agent.

Owner agrees to a property repair reserve in the amount of \$_____. Funds will be withheld from the Owner's first month rent proceeds to set up the account. Owner authorizes Agent to approve and pay repairs up to \$_____. At Owner's request, Agent shall secure the approval of Owner for any single expenditure in excess of \$_____ or any higher amount Owner might request.

Should Agent have to file paperwork to begin eviction proceedings, Owner will pay Agent a \$_____ filing fee. This fee will be in addition to any and all fees charged by the Clerk of the Court and the Sheriff's office.

At the expiration of the term of any Tenant lease, if Owner and Tenant mutually agree to renew or extend Tenant's lease, Owner agrees to pay Agent a Renewal Administrative Fee of \$_____. If the current Tenant's lease is not being renewed, and Owner requests Agent to secure a new Tenant for the property, a \$_____

Administrative Fee will be paid by Owner to Agent. In either arrangement, the Administrative Fee will be deducted from Owner's last month's rental proceeds paid by the current Tenant.

4. GOOD FAITH DEPOSIT AND SECURITY DEPOSIT: At time of application, Agent shall collect from the prospective tenant, ("Applicant") a portion of the Security Deposit in the amount of \$_____, hereinafter referred to as a Good Faith Deposit. Applicants who fail to provide requested information to complete the application process within _____ days shall forfeit the Good Faith Deposit, which shall be retained by Agent. After processing the application, if Applicant is approved for the rental of the property, but Applicant fails to execute a Lease as to the property, the Applicant will forfeit the Good Faith Deposit, and said deposit will be retained by Agent for additional administrative services rendered.

At the time the Applicant executes a Lease on the property, the Good Faith Deposit becomes part of the Security Deposit, and the Applicant will deliver to Agent the balance of the Security Deposit as called for in the Lease. If Applicant/Tenant fails to take possession of the property, he/she shall forfeit the entire Security Deposit. Owner hereby agrees that, under these circumstances, the Security Deposit will be split equally between Agent and Owner. This provision applies only in this specific circumstance, and does not in any way obligate the Owner to split any forfeited Security Deposit with Agent once the Tenant has taken occupancy of the property.

5. AGENT AGREES:

A. To manage on Owner's behalf the rental, lease and operation of the Property in accordance with all applicable federal, state and local laws concerning the leasing and operation of residential property. Said services specifically do not include the loaning of money or the advancing of money to meet financial obligations and maintenance costs incurred with respect to the Property.

B. To use its best efforts and diligence in securing tenants for rental of the Property, including advertising the Property and investigating employment, references and credit verification of prospective tenants at Agent's expense. Agent will use its best efforts to get the highest possible rent for the Owner upon terms and price acceptable to Owner.

C. To use diligence in the management of the Property for the period and upon the terms provided, and agrees to furnish services of Agent's organization for the renting, leasing, operation and managing of the Property, and to inspect the Property periodically exclusive of initial and final inspections with Tenant, or inspections necessitated by problems with the Property. Inspections are at the discretion of the Agent.

D. At Owner's expense, to make or cause to be made all ordinary repairs and replacements necessary to preserve the Property in its present condition for operating efficiency; to negotiate contracts for nonrecurring repair items not to exceed \$_____ and to enter into agreements for all necessary repairs, maintenance, minor alterations, and utility services; and to purchase supplies and pay all bills. Agent shall secure the approval of the Owner for any single expenditure in excess of \$_____.

If Owner elects to have major repairs and/or extensive renovations done while property is being managed by Agent, and Agent oversight is required, Owner and Agent must mutually agree to an additional fee to be paid by Owner to Agent for undertaking the responsibility of repair oversight.

E. To render monthly statements of receipts, expenses and charges, and to remit to Owner receipts less disbursements, including Agent's Management

Fee. Agent may provide monthly statements by e-mail, fax, or regular mail service. In the event the disbursements shall be in excess of the rents collected by the Agent, the Owner agrees to pay such excess promptly upon demand by the Agent. Agent will render a calendar year-end statement of all funds received and disbursed.

F. To handle Tenants' security deposits in the manner described by law.

6. OWNER AGREES:

A. The Owner shall refer to the Agent all inquiries that the Owner may receive relating to the subject premises. All negotiations with respect to the leasing, subleasing, assignment, release, or other disposition of any lease or leases covering the premises, shall be conducted exclusively through the Agent.

B. To give Agent the authority and powers (all or any of which may be exercised in the name of the Owner) to sign all necessary documents pertaining to the lease of the Property, including the Lease itself. Owner agrees to furnish Agent with keys to the Property and will make the Property available for showing during reasonable hours to prospective tenants.

C. To give the Agent the authority and power to approve prospective tenants for the Property.

D. To give Agent the authority and power to collect rents and/or assessments and other items due, including security deposits.

E. To provide Agent with a copy of the subdivision covenants and restrictions. If Agent is required to secure these on behalf of Owner, there will be a fee charged to Owner for printing and delivery. In the event Tenant fails to comply with the rules and regulations and the association or board levies fines or assessments against the Owner, Owner agrees that Agent is in no way liable for the payment of any fees, fines or assessments.

F. To pay Agent a ___% commission if a sale of the Property to a tenant secured by Agent results anytime during such tenancy, or up to a period of _____ (__) months after termination of tenancy

G. To indemnify and save Agent harmless from any liability, expense or loss, including reasonable attorney's fees and costs of defense, incurred by Agent on account of its management of the Property provided. However, the Owner shall not be required to indemnify Agent (including attorney's fees) as a result of the Agent's breach of this Agreement or the willful acts or negligence of Agent or an employee or other representative of the Agent.

H. To have utilities turned on (both water and electricity) in Owner's name and billed to Owner at any time the property is vacant. Owner will make appropriate arrangements with the utility companies to ensure utilities are transferred at the time Tenant is having utilities disconnected.

I. Owner agrees to have carpet professionally cleaned prior to the commencement of tenant occupancy.

J. Owners with pets agree to treat the home for fleas prior to the commencement of tenant occupancy. Professional treatment is recommended.

K. Owner will pay any and all condominium fees, taxes, insurance premiums and mortgage payment(s) directly.

Buck & Buck, Inc. REALTORS®
9137 Merrill Road
Jacksonville, FL 32225
(904) 641-9466

L. Owner agrees to maintain liability insurance coverage on the property at all times. Owner agrees to indemnify Agent for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage.

7. **ARBITRATION:** All controversies and claims arising out of or relating to this Agreement, or breach thereof, will be settled by binding arbitration with the Commercial Arbitration Rules of the American Arbitration Association (AAA) or other arbitrators who are mutually agreed upon by the parties. Discovery will be governed by the Florida Rules of Civil Procedure. All arbitration proceedings will take place in _____ County.

8. **SUCCESSORS:** This Agreement shall be binding upon the successors and assigns of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner.

9. **SPECIAL PROVISIONS:** Tenant will be required to post a security deposit equal to _____ (___) month's rent unless other arrangements are agreed to by Owner.

10. **PETS:** The Owner agrees to allow the Agent the right to consider on a case-by-case basis to lease to prospective tenants who have pets, provided the Tenant gives Agent a non-refundable pet fee of at least \$_____ per pet to hold for the Owner, and also agrees to have the carpets professionally cleaned and treated for fleas after vacating the property.

11. **PAYMENTS:** The Owner acknowledges that rental proceeds paid by personal check must be held 10 days from the date of deposit due to Florida Real Estate Commission requirements. Additionally Owner acknowledges that in the event a tenant fails to pay for a necessary repair which has been deemed a tenant responsibility, the Owner's funds shall be used to make payment to the vendor and the amount due from the tenant will be claimed against the security deposit at such time as the tenant vacates the property. Owner should not expect to receive proceeds any earlier than the ___ day of any month even if payment is made by tenant in a timely fashion.

Tenants occupying the home on a move-in date other than the 1st will have their rent for the second month prorated. Owner acknowledges that Owner's second month's rental proceeds will be a reduced amount if rent is prorated.

12. **HURRICANES, TROPICAL STORMS, ACTS OF GOD:** Agent shall not be responsible to take any precautionary measures to avoid any damages from any acts of God unless agreed to in writing between Agent and Owner. During times when the property is vacant, Agent will not be responsible for activities including, but not limited to, turning on water during cold weather, watering grass during warmer weather months, and installing hurricane shutters (even if provided by Owner).

Important Notice

In compliance with the Federal Fair Housing Act, please do not ask or expect us to place any restrictions on your property based on a prospective tenant's race, gender, religion, handicap status, sexual orientation, national origin or familial status. Federal and state laws prohibit us from placing any such restrictions on the properties we handle for rent.

Owner Date

Agent Date

Co-Owner Date

Owner

Name:		
Social Security Number:		
Email Address:		
Home Phone:	Work Phone:	Cell Phone:
Mailing Address:		

Co-Owner

Name:		
Social Security Number:		
Email Address:		
Home Phone:	Work Phone:	Cell Phone:
Mailing Address:		

Property Information

Address:		
Date Available:	Rental Amount:	
Personal Property Included with the lease: <input type="checkbox"/> Range <input type="checkbox"/> Disposal <input type="checkbox"/> Window Treatments <input type="checkbox"/> Security System <input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave <input type="checkbox"/> Washer <input type="checkbox"/> Sprinkler System <input type="checkbox"/> Dishwasher <input type="checkbox"/> Ceiling fans <input type="checkbox"/> Dryer <input type="checkbox"/> Other (please list):		
Home Owners Association:	Phone:	Renewal to be paid: <input type="checkbox"/> Directly by Owner <input type="checkbox"/> Deducted from rental proceeds
Termite Bond:	Phone:	Renewal to be paid: <input type="checkbox"/> Directly by Owner <input type="checkbox"/> Deducted from rental proceeds
Home Warranty:	Policy Number:	
Phone:	Renewal to be paid: <input type="checkbox"/> Directly by Owner <input type="checkbox"/> Deducted from rental proceeds	

Insurance:

Company:	Policy:	
Address:	Deductible:	
Phone:	Fax:	Agent:

Please list any vendors you request we contact in the event a repair is needed. List company name, contact person (if applicable), phone number, and whether specific items are covered under warranty. Copies of any warranty papers, including termite bond, etc. will be helpful.