



Preferred Property Management

Exclusive Rental Management Agreement

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **All County® Preferred Property Management**, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease and manage the following property:

2. EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE: Owner hereby employs BROKER exclusively to manage LANDLORD’S property known as:

(Property Address: include Street, City, State, Zip)

under the terms and conditions herein set forth. The property includes the entire premises in full. BROKER agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. LANDLORD invests with BROKER full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER’S judgment in regard to said property. BROKER may do so in the name of the LANDLORD, in BROKER’S name alone, or in the names of both.

3. 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 paragraph 9. 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.

4. MANAGEMENT AUTHORITY AND BROKER RESPONSIBILITIES: LANDLORD expressly grants to BROKER the following authority, powers and rights:

- A. BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be an amount more than or equal to the rent, or an amount agreed upon by the LANDLORD and BROKER. 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.
- B. Full management and control of the property with authority to collect all rent and other monies and securities from Tenants in the property, and issue receipts for same.
- C. To prepare and negotiate new leases and renewals of existing leases in which BROKER is authorized to execute.
- D. 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.
- E. To change locks on the property between occupancies or transitions of management, for safety and security reasons, or as BROKER deems necessary to ensure security of the property and tenants.
- F. To place "For Rent" signs and lock boxes for showing purposes on the property unless prohibited by applicable bylaws or local ordinances.
- G. 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.

- H. LANDLORD agrees that 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 same.
- I. 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.
- J. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by LANDLORD and/or BROKER or to comply with applicable building housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. LANDLORD'S approval shall be obtained on each improvement, maintenance or repair item that shall exceed two hundred and fifty dollars (\$250.00) in cost, except for emergency repairs. 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.
- K. To collect from applicants or tenants any or all of the following: application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, or any other fees that may now or in the future become a tenant(s) obligation. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees, and BROKER need not account for such fees to LANDLORD. Funds collected from tenant(s) each month shall be applied to tenant(s) obligations chronologically beginning with the earliest obligation incurred.
- L. To receive interest on any BROKER trust accounts and interest received, if any, shall belong to BROKER to offset BROKER'S time and expense of maintaining such accounts and agent need not account for such interest earned to LANDLORD.
- M. To render monthly statements to LANDLORD of income and expenses and to disburse to LANDLORD the net proceeds of such accounting. Statements and financial disbursements will be made monthly, customarily between the 15th and 20th of each month, but in no case will disbursements be made until tenant(s) funds have cleared BROKER'S bank. Disbursements and Statements will be made electronically; paper checks and paper statements are an additional cost. In the event disbursements should be made in excess of income collected, LANDLORD shall pay back such excess promptly to BROKER.
- N. 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 BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same.
- O. In the event a tenant's account is sent to a collection agency, any funds collected on the tenant's account shall be disbursed 50% to LANDLORD and 50% to BROKER. This paragraph survives termination of the Management Agreement.

5. LANDLORD ASSURANCES AND RESPONSIBILITIES:

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by BROKER. LANDLORD assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. LANDLORD shall place in reserve with BROKER two-hundred fifty dollars (**\$250.00**) per property, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes BROKER to replenish this reserve from rents collected.
- C. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.

- D. To indemnify, defend, and save BROKER harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including LANDLORD, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to BROKER.

6. 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. If BROKER agrees to pay these sums on behalf of the LANDLORD, LANDLORD agrees to pay BROKER a bill processing fee of \$10.00 per bill. 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 within 14 days of the execution of this agreement. LANDLORD agrees to pay BROKER an annual fee of \$50.00 if said insurance declaration page is not provided to BROKER. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its employees, agents and assigns, from any and all claims, suits, damage 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.

7. 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).

8. 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 there under 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.

9. TERMINATION: Termination by LANDLORD is effective when actually physically received by BROKER. In the event this agreement is terminated by LANDLORD or BROKER, the BROKER's rights provided for in paragraph 22 shall survive such termination for a period not to exceed 30 days (termination period). 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 two-hundred fifty dollars (\$250.00) will be charged to LANDLORD should LANDLORD terminate this agreement within four (4) months from the date that the property is fully available for rent and BROKER has not secured a tenant. If LANDLORD terminates this management agreement within 180 days of the date of execution of a lease agreement, LANDLORD shall pay to BROKER an amount equal to one full month's rent plus a \$250 advertising fee. A cancellation fee equal to three (3) month's of management fees plus \$250.00 will be charged to LANDLORD if LANDLORD terminates this management agreement over 180 days after execution of a lease agreement. 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, interfere with this management agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, bills, fines or any other financial obligations related to the premises or the BROKER. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the TENANT(S) remains 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. Terminating this agreement shall release BROKER from having any further obligation to rent, lease, or manage the property.

10. FURNISHINGS/WARRANTIES: LANDLORD understands that it is not advisable to leave any personal property or furnishings on the premises and BROKER strongly urges LANDLORD to remove any furnishings or belongings prior to property being rented. LANDLORD agrees to hold BROKER harmless for any loss of that personal property or furnishings for any reason. The 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. In unfurnished units, LANDLORD will provide basic window treatments and their hardware or authorize BROKER to purchase and install same. 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.

11. LANDSCAPING: Even if TENANT is responsible in the lease agreement for landscaping, LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping service and holds BROKER harmless for the TENANT'S failure to properly maintain the landscaping.

12. POOLS: LANDLORD shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORD'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service or pool service at LANDLORD'S choosing to avoid damage to the pool. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage as the cost to raise it is minimal.

13. 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, storms, hurricanes, tornados, sinkholes, unless agreed to in writing between BROKER and LANDLORD regardless of the presence of hurricane shutters or like devices on the premises.

14. SEPTIC SYSTEMS: If the property has a septic tank sewage system, LANDLORD agrees to provide an operable septic system and provide pumping and cleaning of the septic system by a professional vendor within 30 days prior to a new TENANT's lease start date.

15. 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' 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.

16. 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.

17. SERVICE ANIMALS: LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.

18. TENANT COMPENSATION: BROKER is given the authority to use LANDLORD'S funds to pay for up to three (3) night's hotel for a TENANT and/or abate a TENANT'S rent for up to one week, without LANDLORD'S permission, if in the opinion of BROKER the TENANT has suffered an inconvenience or diminishment in value of the premises due to some unforeseen problem. This is to help reduce the chance of litigation against the LANDLORD.

19. LANDLORD CONTACT WITH TENANT(S): LANDLORD agrees and understands that if LANDLORD has any contact with the TENANT(S) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. BROKER strongly urges that all contact with TENANT(S) be made by and through BROKER. LANDLORD agrees that contact with the TENANT(S) may be grounds for BROKER terminating this agreement and continuing to hold LANDLORD liable for all commissions due.

20. LANDLORD HELD SECURITY DEPOSIT: If LANDLORD is holding the security deposit, BROKER shall have no responsibility for making any claims on the security deposit and LANDLORD shall be responsible for complying with Florida Statutes 83.49, the procedures, forms, and time limits imposed. BROKER shall provide LANDLORD with a copy of Florida Statutes 83.49 upon request or LANDLORD may obtain a full copy of the Landlord/Tenant Law from www.leg.state.fl.us/Statutes/. If the disposition and/or disbursement of a LANDLORD held security deposit results in litigation against BROKER, LANDLORD agrees to be liable for all attorney's fees, judgments and costs of any litigation that BROKER may incur. LANDLORD understands that security deposits belong to the TENANT until such proper legal procedures are followed.

21. 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 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 and to 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.

22. MANAGEMENT COMPENSATION: BROKER shall be entitled to a rental commission from all rent monies collected and all rent monies due while under management, and shall retain any charges deemed "additional rent" or "fees" in the lease agreement.

- A. START UP FEE:** There is no start-up fee with All County®.
- B. FOR MANAGEMENT:** In the event there is a long term lease entered into (6 months or longer), furnished or unfurnished, with tenant supplied by LANDLORD or BROKER, the management fee will be **10%** of rents received or \$75, whichever is greater. If LANDLORD requests that BROKER coordinate repairs and/or any other work desired to prepare the property for leasing, LANDLORD agrees to compensate BROKER the minimum management fee of \$75 per month.
- C. FOR LEASING:** A Leasing fee of **50%** of one full month's rent, due upon BROKER obtaining an executed lease with an approved tenant. THIS IS A MANDATORY FEE which covers a wide variety of services such as: showing vacant unit(s), fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable Florida State and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.
- D. LEASE RENEWALS:** A lease renewal fee of \$175.00, due upon the renewal of leases renewed for six (6) months or more.
- E. LEASE GUARANTEE:** If a tenant has been qualified by BROKER and defaults within the first six (6) months of the original lease term, BROKER agrees to reduce the leasing fee by one-half (1/2) when re-leasing the property.
- F. MAINTENANCE SURCHARGES:** There is no mark-up of any bill paid on behalf of the LANDLORD by BROKER.
- G. COMPETITOR MATCH:** We will match our competitors' contracts within 25 miles of our office. Subject to verification & prudence.
- H. PRE-EXISTING CONDITION COORDINATION:** As BROKER typically does not receive any compensation while a unit is vacant, in the event the property requires extensive amounts of effort prior to placing the property on the market, either due to pre-existing conditions or from damages caused by a tenant BROKER did not procure, LANDLORD agrees to pay BROKER a one-time fee based on the following schedule:
 - Up to 2 contractor bids: Free. (Example: Minor handyman items, paint, and carpet).
 - For 3 or up to 4 contractor bids: ½ on one full month's rent or a minimum of \$400, whichever is greater.
 - Maintenance work up to \$5000, requiring All County® oversight, requires a management fee of ½ of one full month's rent or a minimum of \$400, whichever is greater. All County® will not take on management of a property requiring \$5000 or more of work to be rent ready until said work is completed.
 - Handling the eviction legal paperwork (of the courts and an attorney) of any tenant not procured by BROKER, LANDLORD agrees to pay BROKER a flat fee of \$150. Contested evictions may require additional management fees.
- I. IF BROKER IS LEASING ONLY, NOT MANAGING (aka: EARLY TERMINATION OPTION)**
 - a. A **\$250 advertising fee** must be paid to BROKER upfront, before advertising will start.
 - b. Upon BROKER filling a vacancy with an approved tenant, a one-time leasing fee of a full month's rent will be due from LANDLORD. This will cover a wide variety of services such as showing the vacant unit, collecting applications, screening all prospects, full lease execution, confirmation of utility transfers, collection of security deposit, and closing out of the account.
- J. TRANSACTIONAL SALE:** In the event the property, in part or whole, shall be offered for sale to a tenant or buyer procured by BROKER at any time, even after tenancy has been terminated and even after the management agreement has been terminated and for the following 12 months of such, LANDLORD agrees to pay BROKER a commission equal to 3% of the gross sales price of the property upon closing of any such sale.

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

BROKER: All County® Preferred Property Management
1802 S. Fiske Blvd., Suite # 108
Rockledge, Florida 32955

Phone: (321) 607-3700
Fax: (321) 607-3707
Email: Contact@AllCountyPreferred.com

LANDLORD: _____
Owner name (please print) Social Security Number or Tax ID #

LANDLORD: _____
Owner name (please print) Social Security Number or Tax ID #

Mailing Address: _____

Email Address: _____

Home Phone Work Phone Cell Phone

24. POWER OF ATTORNEY: LANDLORD(s) hereby grant BROKER, its agents, successors and assigns the authority and power of attorney to sign leases and other documents pertaining to the management of the property on behalf of and in place of LANDLORD(s). LANDLORD(s) hereby agree that they will be bound by such signature of BROKER, its agents, successors and assigns as if LANDLORD had signed the lease or other pertaining documents. LANDLORD(s) signature on this agreement authorizes BROKER to assume power of attorney.

25. MODIFICATION OF THIS AGREEMENT: BROKER may change the terms of this agreement by giving 60 days' written notice to LANDLORD. The 60 days shall be counted from the date notice was mailed. Should no written objection be forthcoming from LANDLORD within 60-day period, LANDLORD'S acceptance of said changes shall be presumed.

26. FACSIMILE AND EMAILED SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND/OR EMAIL AND SUCH FACSIMILES AND/OR EMAILS SHALL BE BINDING AS IF ORIGINALS.

*****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, color, religion, 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 (Owner) Signature

_____, LANDLORD
Landlord (Owner) Signature

Agent for: All County® Preferred Property Management

Please return via facsimile to (321) 607-3707 or by e-mail to Contact@AllCountyPreferred.com