



Part I

Exclusive Right to Lease Agreement - Pages 1 to 4

Part II

Exclusive Property Management Agreement – Pages 1 to 4



Revised: September 2014

This Exclusive Right to Lease Agreement is between _____ and _____ (“**Owner**”) and _____ a licensed real estate brokerage corporation (“**Broker**”).

1. **EXCLUSIVE RIGHT TO LEASE:** The **Owner** gives **Broker** the exclusive right to lease the real property (“Rental Property”) located at _____.
Owner certifies and represents that he/she is legally entitled to lease the Rental Property.
2. **RENTAL RATE AND TERMS:**
Rental Period and Rate: [] Yearly \$ _____ [] Monthly \$ _____ [] Weekly \$ _____ [] Seasonally \$ _____ “Season” runs from _____, _____ to _____, _____.
Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: _____.
3. **RENTS, ADVANCE RENTS, DEPOSITS, AND FEES** will be collected and held by _____ (Property Management Company) in a Florida financial institution, if required by Florida Landlord Tenant Law. **Owner** acknowledges and understands that **Broker** does not maintain a trust account and will not collect or hold rents, deposits, or any of the **Owner’s** funds.
4. **BROKER OBLIGATIONS:** In consideration of **Owner’s** agreement to enter into this Agreement, **Broker** agrees to use; diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above.
5. **OWNER OBLIGATIONS:** In consideration of the obligations of **Broker**, **Owner** agrees:
 - (a) To cooperate with **Broker** in carrying out the purpose of this Agreement including providing **Broker** with all documents needed by prospective tenant to seek Association or Board approval.
 - (b) To refer immediately to **Broker** all inquiries regarding the leasing of the Property.
 - (c) To make Property available for **Broker** access during reasonable times and furnish **Broker** with the following keys (specify number) for purposes of showing and delivering the Property; unit _____/ building access _____/ mailbox _____/ pool _____/ garage door/opener _____/ other _____.
 - (d) To notify **Broker** in the event **Owner** or tenant terminates a lease on the Property prior to lease expiration date.
 - (e) To inform **Broker** before conveying the Property.
 - (f) That the lockbox, if utilized, will be for the benefit of **Owner** and to release those working by or through **Broker** and **Broker’s** local Board of Realtors from all liability and responsibility in connection with any loss which may occur.
 - (g) Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect **Broker** to impose such restrictions on the rental of the Property.
 - (h) To provide complete and accurate information to **Broker** including disclosing all known facts that materially affect the value of the Property (see **Addendum** _____, entitled _____) if the Property was built in 1977 or earlier, **Owner** will provide **Broker** with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. **Owner** understands that the law requires the provisions of this information to **Broker** and to prospective tenants before the tenants become obligated to lease the Property. **Owner** acknowledges that **Broker** will rely on **Owner’s** representations regarding the Property when dealing with prospective tenants. **Owner** will immediately inform **Broker** on any material facts that arise after signing this Contract.

Owner (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

- (i) To indemnify and hold harmless **Broker** and **Broker's** officers, directors, agents, and employees from all claims, demands, causes of action, costs, and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive **Broker's** performance with the transfer of title.
 - (j) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.
 - (k) To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. **Owner** acknowledges that it is **Owner's** responsibility to research the local ordinances to determine whether or not such ordinance exists and to determine whether a tenant is suitable for rental if such ordinance exists. **Owner** understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations **Owner** may wish to make.
6. **COMPENSATION:** **Owner** agrees to compensate **Broker** as follows, including paying any applicable taxes on **Broker's** services, if **Owner** enters into a lease of the Property with a tenant during the Leasing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the terms of this Agreement, or terms acceptable to the **Owner**.
- (a) **Amount of Compensation:** **Owner** agrees to pay **Broker** the following fee(s):
- _____% of the rent due in each Rental Period. _____% of the gross value of the lease.
 _____% of the first month's rent. _____% other (specify):
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- (b) **New Leases and Renewals:** If **Owner** enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through **Broker**, **Owner** agrees to pay **Broker** as compensation in connection with the new leases(s) or renewal(s) the amount specified in Paragraph 6(a).
- (c) **Protection Period:** **Owner** agrees to pay **Broker's** fee if, within _____ days after the end of the Leasing Period, **Owner** leases the Property to any prospects with whom **Broker** or any other broker communicated during the Leasing Period regarding leasing the Property. If requested, **Broker** must provide **Owner** with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if **Owner** enters into a good faith exclusive right to lease contract with another broker after the Leasing Period ends.
7. **COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with all other brokers except when not in **Owner's** best interest: and to offer compensation in the amount of _____% of the gross value of the lease or \$_____ to tenant's agents, who represent the interest of the tenant, and not the interest of **Owner** in a transaction; and to offer compensation in the amount of _____% of the gross value of the lease or \$_____ to a broker who has no brokerage relationship with the tenant or **Owner**; and to offer compensation in the amount of _____% of the gross value of the lease or \$_____ to transaction brokers for the tenant; None of the above (if this is checked, the Property cannot be placed in the MLS.)

Owner (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

8. **EARLY TERMINATION:** If **Owner** decides not to lease the Property and **Broker** deems **Owner's** reason acceptable, **Owner** may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$_____ plus applicable sales tax. However, **Owner** agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Leasing and Protections Periods, **Broker** may void the early termination and **Owner** will be obligated to pay **Broker** the compensation set forth in paragraph 6(a), less the cancellation fee.
9. **DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to imposed a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:
Arbitration: By initialing in the space provided, **Owner** (____) (____), Listing Associate (____), and Listing **Broker** (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.
10. **BROKERAGE RELATIONSHIP:** **Owner** authorizes **Broker** to act as a (check which is applicable):
- single agent of **Owner**.
 - transaction **broker**.
 - single agent of **Owner** with consent to transition into a transaction **broker**.
 - nonrepresentative of **Owner**.
11. **MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.
12. **ADDITIONAL CLAUSES:** _____

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: _____ Owner: _____ Tax ID: _____

Date: _____ Owner: _____ Tax ID: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

_____ Email: _____

Date: _____ Authorized Associate or Broker: _____

Home Telephone: _____ Work Telephone: _____ Facsimile: _____

Address: _____

_____ Email: _____

Copy returned to Owner on the ____ day of _____, _____ by: personal delivery mail E-mail facsimile

Owner (____) (____) and **Broker/Sales Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

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EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

Parties: This Agreement between _____ and _____ the Owner(s) or legally appointed representative of the Owner ("Owner") and _____ ("Property Manager"), whereby the Owner appoints Property Manager its successors and assigns to operate, control, and manage the following property: _____ (address), ("Rental Property"). It is understood and acknowledged by the Owner that Property Manager is not a licensed real estate corporation and provides no real estate brokering services as defined in Chapter 475, Florida Statutes.

Property Manager's Obligations

1. **Rents:** To collect rents and deposit all receipts collected for Owner in an account with a qualified Florida banking institution. Property Manager shall not incur any liability for bankruptcy or failure of the depository. Any monies collected or received by Property Manager will be held in Property Manager's bank account(s) and interest, if any earned, and permitted by law to be retained by Property Manager, shall be paid to Property Manager for administrative services. Property Manager shall remit payments to Owner only after funds paid by tenant(s) have completely cleared Property Manager's bank account. This not usually later then the 20th of each month.
2. **Maintenance:** To supervise and discharge all labor required for the operation and maintenance of the property. To maintain the property in case of vacancies. To execute all contracts for utilities and services for the operation, maintenance and safety of the property, as the Property Manager shall deem advisable and/or necessary.
3. **Repairs:** To take charge of repairs, decorating and alterations and to purchase supplies therefore. Property Manager agrees to obtain Owner's prior authorization for any and each expense item in excess of \$500.00, except monthly or recurring operating charges or emergency repairs, or in the event the Owner is not reasonably available for consultation, if the Property Manager deems such protection of the property from damage or to perform services to the tenants provided for in their lease. Owner grants to Property Manager that repairs made from tenants security deposit claim may exceed \$350.00, provided that Property Manager is spending tenant's security deposit funds.
4. **Periodic Statements:** To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner assumes full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Property Manager's duties set forth herein. Property Manager shall provide for authorized individuals to inspect the property as deemed necessary by Property Manager and to provide security deposit evaluations at the expiration of a tenancy.
5. **Disbursements:** To accrue and make disbursements from Owner's funds for: utilities, maintenance, repairs, materials, banking costs, collection fees, setup fees, legal fees, refundable/nonrefundable deposits, management fees and to remit monies to Owner or into Owner's other accounts. The Owner agrees that Property Manager, without accounting to Owner, may collect as additional management fees, late fees, pet fees, accrued interest, lease discounts (for early payment of rents), nonnegotiable check fees, application fees, vendor discounts (for early payment to repair/maintenance vendors), lease termination fees, repair coordination fees and other administrative fees paid by tenant to Property Manager and that these fees are the property of the Property Manager to offset the expenses in enforcing the respective lease provisions. First funds collected from tenant each month shall be applied toward late fees; legal fees, court costs, NSF

fees, and lease discount (if applicable) and lastly to rent. If the tenants do not pay these fees, manager may deduct these fees from the Tenant's security deposit and/or last month's rent. Interest received on the Property Manager's Account (if any) shall belong to the Property Manager to assist in offsetting the expenses of maintaining the account. Owner agrees that Property Manager may require releases from all parties in the event of a controversy before dispersing funds.

6. **Leasing:** The Owner authorizes Property Manager to employ a licensed real estate brokerage corporation to advertise the availability for rent of the property or any part thereof and to display "For Rent" signs there and on the Internet; to execute leases, renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve legal notice upon tenant and to prosecute in the name of the Owner, or in the name of the Property Manager, and at the Owner's expense legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Owner further authorizes the Property Manager to compromise and settle claims on the Owner's behalf as may be necessary in the Property Manager's judgment.

Owner's Obligations

7. **Management Fees:** Owner agrees to pay Property Manager a fee or fees for services rendered at the rates hereinafter set forth. Such compensation is due and payable to Property Manager on demand and may be deducted by the Property Manager from rental receipts:

MANDATORY MINIMUM MONTHLY FEE: If the property is vacant or tenant fails to pay the rent, Owner agrees to pay Property Manager a minimum management fee of \$ _____.

MANAGEMENT FEE: Property Manager shall be entitled to a fee of _____ % 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 lease expires and tenant continues reside in Owner's property in the absence of a signed lease, the Owner remains obligated to pay Property Manager its monthly management fee for the duration of time that tenant remains in the Owner's premises. If tenant prepays rent in advance, rent will be distributed to Owner minus management fee and any money owed by Owner each month when it becomes due.

8. **Repair Account:** In order to maintain the Repair Account, Owner will provide Property Manager with a one-time \$300 reserve account payment and if this reserve account falls below this amount, Property Manager may replenish it from the rents held or received. In the event repairs are made and funds are not sufficient, Property Manager shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to Owner.

9. **Save Harmless and Indemnify Homeowners Policy:** The owner further agrees to save the Property Manager, independent contractors, and employees, harmless from all damage suits or claims in connection with the management of said property, except in the case of gross negligence or illegal act by the Property Manager, and from all liability for injuries to person or property suffered or sustained by any person whomsoever, and to carry, at his (Owners) own expense, public liability insurance (homeowners insurance) in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect the Property Manager in the same manner and to the same extent as the Owner. Owner shall have liability insurance of not less than \$100,000/\$300,000 per occurrence and Property Manager shall be designated on said policy as an additional insured. Owner agrees to indemnify Property Manager for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage. Any suit brought against Property Manager must be filed in Martin County, in the State of Florida.

10. **Data, Records, and Assignability:** Owner agrees to make available all data, records and documents pertaining to the property which the Property Manager may require to properly exercise Property Manager's duties hereunder. This Agreement is expressly assignable to another qualified property manager at the discretion of Property Manager.

11. **Attorney Fees:** The Owner and the Property Manager do hereby agree that in the event legal procedures are necessary to endure the provision of this Agreement that the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees. In the event Property Manager successfully defends any action (including, but not limited to the Courts, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought by other, including Owner, Property Manager shall be reimbursed their attorney's fees and Court costs and for their time spent in defending such an action by Owner.

12. **Authorization:** Owner hereby constitutes and appoints and or any officer or director of Property Manager full power and authority to do and perform all and every act and things necessary for the specific purpose of eviction and/or collection of unpaid rents in regard to the Subject Property as fully as Owner might or could do if personally represented with full power of substitution and revocation, hereby ratifying and confirming all that said Property Manager substitute shall lawfully do or cause to be done by virtue hereof. Owner hereby grants Property Manager the right to enter the property at any time Property Manager deems necessary.

13. **Terms:** This Agreement supersedes all previous management agreements, verbal or written. This Agreement will be for a period of 12 months plus starting from the execution date and will be automatically renewed, seasonally, each yearly anniversary date from the original execution date, unless written notice is received sixty (60) days prior to the seasonal anniversary date.

14. **Termination by Owner:** Termination is effective when written termination notice is physically received by Property Manager by certified mail. In the event this agreement is terminated by Owner, the Property Manager shall continue to receive the management fees set forth in paragraph seven (7) of this agreement as long as the tenant(s) placed on the property shall remain in the unit. In the event this agreement is terminated by Owner, the Property Manager's rights provided for in this agreement shall survive such termination. All monies expended by Property Manager shall be paid to Property Manager prior to this cancellation and Property Manager is authorized to withhold any sums owed to Property Manager from monies held prior to the final disbursement to Owner.

15. **Termination by Property Manager:** Property Manager reserves the right to terminate this agreement with 30 days written notice to Owner at any time, or, immediately with written or verbal notice if in the opinion of Property Manager's legal counsel, Owner'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 Owner or Owner is delinquent in the payment of any taxes, fees, assessment, fees, bills, fines or any other financial obligations related to the premises or the Property Manager. Property Manager may at its option continue to hold Owner liable for any fees due or monies owed Property Manager if the Tenant(s) remain in the property after such termination by Property Manager. If termination occurs, Owner shall immediately hire a Property Manager or provide property Manager with a Florida bank account for Property Manager to transfer any deposits held on behalf of the Tenant(s).

16. **Deposits:** According to Florida law, deposit money and advanced rent (if any) must be held in a

Florida Banking institution. If Owner is holding these funds, Owner 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 Property Manager harmless for Owner's failing to comply with Florida law and indemnifying Property Manager if Tenant(s) institutes any litigation regarding the deposits against Property Manager.

17. Lock Boxes: Property Manager may utilize a lock box, including remote access lockbox, to access the premises. Lockboxes are commonly used to allow easy and fast access to show the rental premises to a prospective Tenants. Owner shall hold Property Manager harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.

18. Tenant Credit Reports and Applications: Due to privacy laws which affect disclosure of private credit information, Owner shall not be provided with the TENANT'S credit report and/or renter application. Tenant approval or denial shall be at the sole discretion of the Property Manager.

19. Hurricanes, Tropical Storms, Freezes or Acts of God: Property Manager shall not be responsible to take any precautionary measures to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, or hurricanes regardless of the presence of hurricane shutters or similar devices on the premises.

20. Owner Contact with Tenant(s): Owner agrees and understands that if Owner 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 Owner will have to testify in person in court. Property Manager strongly urges that all contact with Tenant(s) be made by and through Property Manager. Owner agrees that contact with the Tenant(s) may be grounds for Property Manager terminating this agreement and continuing to hold Owner liable for all fees due under this agreement.

21. Covered by the Management Fee: Owner understands that monthly property inspections, representation at board meetings, court hearings, depositions, property tax assessment appeal hearings, or for appraisals and insurance, as well as insurance claim related paperwork and/or other property related extraordinary events are not covered by the monthly management fee. If Property Manager renders these services, Owner agrees to reimburse Property Manager for their time at a rate of \$_____ per hour with a one hour minimum. A complete accounting of billable hours will be provided to Owner.

Date: _____ Owner: _____ SSN: _____

Date: _____ Owner: _____ SSN: _____

Home Telephone: _____ Work Telephone: _____ Email: _____

Address: _____

Date: _____ Property Manager: _____, _____

Mailing Address: _____ Phone: _____ Email: _____