

**The Property Management Specialists  
of Central Florida, Inc.**

1513 E. Livingston Street  
Orlando, FL 32803

**THE UNDERSIGNED OWNER** hereby employs the undersigned Broker to exclusively to rent, lease, operate and manage the real property situated in the City of \_\_\_\_\_

County of \_\_\_\_\_ State of Florida described as \_\_\_\_\_

\_\_\_\_\_ for a period commencing this date and terminating one year from this date, upon the following

**ENTIRE PREMISES:**

"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 OWNER in writing".

**TERMS and CONDITIONS:**

**BROKER'S OBLIGATIONS**

OWNER hereby confers upon the Broker the following duties, authority and powers:

1. **LEASING.** To advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon; to screen and approve or disapprove prospective tenant(s) as may be necessary, execute leases for terms not to exceed one year, renewals or cancellations of lease relating to the property; to terminate tenancies and to sign and serve for the owner such notices Broker deems appropriate; to institute legal actions in the name of the Owner, to evict tenants using an attorney and recover possession of the premises, to recover rents and other sums due; to settle, compromise and release such actions. Broker is not responsible for damage to the premises or items missing, switched out, lost, or damaged, including but not limited to, theft, vandalism or negligence of tenants or their guests. "In the event the tenants damage the premises or owes any moneys to the Owner, 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 the advice of Broker's legal council. Broker is given the power to make claims upon the security deposit on behalf of Owner and Broker shall not be held liable for any failure to make claims on damages which were not readily apparent to Broker".
2. **RENTS.** To collect rents and to collect and disburse security and other deposits, to deposit all receipts collected for Owner in a trust account with a qualified banking institution, but Broker shall not incur any liability for bankruptcy or failure of the depository. "Broker shall be entitled to a rental commission from all rent moneys collected and shall retain any charges deemed "additional rent" i.e. late fees, or fees owed in the lease agreement.
3. **MAINTENANCE.** To employ, supervise and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be Owner's employees. To inspect interior and exterior of the property every six months.
4. **SERVICE CONTRACTS/WARRANTIES.** To execute contracts for utilities and services for the operation, maintenance, and safety of the property, as the Broker shall deem advisable and/or necessary. Broker will assume there are no service contracts or warranties already existing unless Owner provides copies at the time this agreement is executed.
5. **REPAIRS.** To take charge of repairs, decorating and to purchase supplies therefore. Broker agrees to obtain Owner's prior authorization for any and each expense item in excess of \$150, except monthly or recurring operating charges or emergency repairs i.e. air conditioning, heat refrigerator, range, or plumbing or any other repair Broker deems an emergency for the safety of the tenant(s) or the welfare of the property, should the Owner not be reasonably available for consultation and the repairs exceed the \$150.00 limit. Broker shall retain a minimum balance in the owner's account of \$150 at all times for said expenditures. For repairs that exceed \$5,000.00, Broker shall charge a 10% of the costs customer service fee.
6. **DISBURSEMENTS.** To accrue and make disbursements from Owner's funds for: Contractual mortgage payments, property and employee taxes, special assessments, premiums for hazard and liability insurance and any other insurance required, except as follows: As mutually agreed.

7. 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 shall promptly remit such excess to the Broker. Owner assumes full responsibility for the payments of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein.

8. PROCEEDS. Broker shall send Owner the proceeds collected from the rental of the property minus the rental commission, fees and any costs or expenses provided for in this agreement. It is understood that no funds will be released until such time as moneys have cleared the Broker's bank (usually 5 to 7 business days for local checks) should certified funds, cash or traveler's checks not have been received. Direct deposit of funds is available upon request.

## **OWNER'S OBLIGATIONS**

1. BROKERAGE FEES. Owner agrees to pay Broker a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Broker as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated, shall compensate Broker in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Broker from receipts.

Management: 10% of all rents , Any outlined administrative fees

Leasing: 50% of one month's rent( Maximum of 4 ads)

Sale: 3% of the sale price of the property in the event the tenant purchases the home.

Collection Fee (late fees and NSF check fees) & Administrative Fee: Paid by tenant

Renewal Fee: \$50.00

## **INSURANCE/FEES/TAXES/CHARGES:**

2. HOLD HARMLESS: Owner agrees to hold the Broker, its employees, agents, and assigns, harmless from all damage suits, claims, losses and expenses arising in connection with the management of the herein described property and from liability from injury suffered by any persons and /or property occurring on or about the premises. Owner agrees to indemnify Broker for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage. Owner agrees to carry, at his own expense, adequate public liability insurance at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish the Broker with proof of insurance and a copy of the declaration page. Owner agrees to name the Broker as additional-insured on all policies. The Broker also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which he may do or refrain from doing thereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Broker's compensation or if Broker successfully defends any action brought against Broker by Owner, relating to the property, or Broker's management thereof, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee.

"Any deviations from the terms of this agreement must be agreed upon by all parties in writing. Owner agrees to hold Broker harmless for any failure to secure tenant(s) and/or failure to collect any rents or moneys due from the Tenant for any reason."

3. DATA AND RECORDS. Owner agrees to make available to Broker all data, records and documents pertaining to the property which the Broker may require to properly exercise his duties hereunder. If allowed in the future, any moneys collected or received by Broker will be held in Broker's bank account(s) and, interest, if earned, and permitted by law to be retained by Broker, shall be paid to Broker for administrative services and partial escrow agent's fee. "In the State of Florida, a Broker is not allowed , by law, to draft a lease, therefore, there will be a charge to the Owner of \$ 100 for the review of preparation of the lease. The charges to cover the attorney review fee will be collected once a year. This also allows the Broker to inquire at no extra charge phone consultations in the event of any disputes with the Tenant or related issues".

4 CONDOMINIUM/HOMEOWNERS ASSOCIATIONS. The lease shall be subject to the Declaration of Condominium or Homeowners' Assn. pertaining thereto and rules and regulations thereunder; Owner shall be responsible for providing Broker with all current rules and regulations, and for payment of any recreation, land and/or fees, fines levied by the assn. or assessments and Owner agrees to indemnify Broker for payment of same.

**OTHER TERMS**

**\*\*\*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) 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.

This management agreement shall be binding upon the parties successors, estate, and assigns and will automatically renew for additional one (1) year periods unless canceled by either party informing the other, in writing, not less than thirty (30) days prior to the termination date. Broker 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 the opinion of Broker's legal council, Owner's actions or inaction's are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Broker may at its option continue to hold Owner liable for any commissions due, fees or moneys owed to Broker at the time of cancellation.

Brokerage fees are to be considered as being due for a full twelve (12) months each renewal period.

The Broker accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon him under the terms hereof.

Dated: \_\_\_\_\_

Owner \_\_\_\_\_ Owner \_\_\_\_\_

Owner Address \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Phone Hm: \_\_\_\_\_ Wk: \_\_\_\_\_ Pgr: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_ Cell: \_\_\_\_\_

Insurance Co.: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS