



Exclusive Rental Management Agreement

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **All County® Professional 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 regards 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 for safety and security reasons.
- F. To place "For Rent" signs on the property unless prohibited by applicable bylaws or local ordinances.
- G. To place a lockbox on the property unless prohibited by applicable bylaws or local ordinances.
- H. 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. BROKER, however, will not place a tenant using any government assisted housing voucher on a vacancy, unless, LANDLORD explicitly request it, and if so LANDLORD agrees to pay BROKER a one-time fee of \$250.00 for handling applicable paperwork and required inspections with government assisted housing authority.
- I. 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. If LANDLORD requests BROKER to handle eviction process of any tenant/occupant *not procured* by BROKER, LANDLORD agrees to pay BROKER **\$300.00** for services rendered, in addition to applicable court and attorney filing costs.

- J. 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.
- K. 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 three hundred dollars (\$300.00) 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.
- L. To collect from applicants or tenants any or all of the following: application 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.
- M. 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.
- N. 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. No disbursements shall be made without LANDLORD's completed W9/W8 Form (www.irs.gov). In the event disbursements should be made in excess of income collected, LANDLORD shall pay back such excess promptly to BROKER.
- O. 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 same.

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 five hundred dollars (**\$500.00**) per property, for the purposes 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% of the invoice amount. LANDLORD agrees that they shall maintain

21. MANAGEMENT COMPENSATION: 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.

A. START UP FEE: There is no start-up fee with All County Professional Property Management

B. FOR LEASING (with management services):

- a. **LEASING:** Upon BROKER filling a vacancy with an approved tenant, Landlord agrees to a Leasing fee of One full month's rent. 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.
- b. **LEASE GUARANTEE:** While under management, if a tenant has been qualified by BROKER and defaults within the first 6 months of the original lease term, BROKER agrees to reduce the Leasing Fee by one-half (1/2) of original Leasing Fee as agreed in Section 21-A(a) above.
- c. **LEASE EXTENSIONS:** A lease extension/renewal fee of \$300.00 is due upon the execution of Leases renewed for 6 months or more.

C. FOR MANAGEMENT:

- a. **VACANCY:** The management fee is collected ONLY when rents are collected that month, so if no money is collected, no fees are charged. If its vacant, there are NO MANAGEMENT FEES.
- b. 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, beginning with the initial bill cycle.

D. MAINTENANCE SURCHARGES: There are no mark-ups on any maintenance work orders or invoices paid on behalf of the LANDLORD by BROKER.

22. 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® Professional
Property Management
9900 Stirling Road Ste 302
Cooper City, FL 33024

Phone: (954) 278-3200
Fax: (954) 278-3210
Email: Contact@AllCountyPPM.com

LANDLORD: _____
Owner name (please print)

_____ Social Security Number or Tax ID #

_____ Owner name (please print)

_____ Social Security Number or Tax ID #

Mailing Address: _____

Email Address: _____

_____ Home Phone

_____ Work Phone

_____ Cell Phone

