



Hoffman Realty, LLC

3900 W. Dale Avenue, Tampa, Florida 33609

EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

- 1) **PARTIES AND PROPERTY:** This agreement between _____, the owner or legally appointed representative of the property, hereafter called LANDLORD and Hoffman Realty, LLC, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the property described as:

Street Address: _____ Unit#: ____ City: _____ STATE: FL ZIP: _____
 Bedrooms: _____ Bathrooms: _____ Parking Space(s)#: _____ Furnished or Unfurnished: _____

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 LANDLORD in writing.

- 2) **MANAGEMENT COMPENSATION:** In consideration of services to be rendered by BROKER, the LANDLORD agrees to pay BROKER any and all of the following forms of compensation as may be applicable:
- a) **FOR MANAGEMENT:** Ten percent (10%) of rents received or a minimum fee of \$75 (whatever is greater) each month, whether the property is occupied or vacant. See paragraph 16a.
 - b) **FOR LEASING:** LANDLORD may choose one of the following by checking the appropriate box:
 - 100% of the first month's rental income. BROKER pays advertising expenses and cooperating broker fees.
 - 50% of the first month's rental income, and LANDLORD agrees to pay BROKER'S advertising expenses and cooperating broker fees. See paragraph 16b.
 - c) **LEASE RENEWALS:** Two hundred and fifty dollars (\$250). See paragraph 16c.
 - d) **LANDLORD SUPPLIED TENANT:** If the LANDLORD supplies a tenant to BROKER for qualification and subsequent lease, the leasing fee shall be two hundred and fifty dollars (\$250), instead of the leasing fee in paragraph 3b. See paragraph 16d.
 - e) **FOR SALE TO TENANT:** Five percent (5%) of the gross sales price or valuation (compensation is reduced from 6% to 5% for sale to an existing tenant). See paragraph 16e.
 - f) **ANNUAL PROPERTY CONDITION REVIEW:** One hundred and twenty-five dollars (\$125) for an annual property condition review. See paragraph 16f.
 - g) **MANAGEMENT SET-UP FEE:** One hundred dollars (\$100) at time of this agreement as a non-refundable management set-up fee.
 - h) **HOUSING ASSISTANCE AND VOUCHER PROGRAM LIAISON FEES:** Thirty-Five Dollars (\$35) per visit. See paragraph 16h.
- 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 this paragraph. 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 so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. Termination by LANDLORD is effective when actually physically received by BROKER. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the tenant(s) placed on the property by BROKER shall remain in the unit. In the event this agreement is terminated by LANDLORD, the BROKER'S rights provided for in paragraph 15 THROUGH 17 shall survive such termination. 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. An additional cancellation fee of \$25.00 will be charged to LANDLORD should LANDLORD terminate this 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 and/or a foreclosure action is filed against the LANDLORD . BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER if the tenant(s) remain in the property after such termination by BROKER.

- 4) **RENTALS:** BROKER will use his best efforts to lease or rent with the following terms:
- a) FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY.
 - b) Security Deposit shall be equal to the monthly rent.
 - c) Second Month's rent will be prorated when necessary, depending on the number on days the tenant had occupancy the first month.
 - d) Rental Rates will be \$_____ per month (current market rate as determined in the sole judgment of BROKER, if left blank) or no less than \$_____ per month. BROKER will present all other offers for LANDLORD consideration.

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD expressly grants to Broker the authority to negotiate leases and lease renewals and agrees to accept a lease that satisfies the Broker's criteria. LANDLORD acknowledges that by entering into this Agreement, Broker does not guarantee that the Property will be leased. 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. All Late charges or fees owed by any tenant(s) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges, fees and late fees even though they may be defined as "additional rent" in the lease agreement.

- 5) **MORTGAGE PAYMENTS, INSURANCE, FEES, TAXES, CHARGES:** LANDLORD shall pay direct any mortgages, condominium / homeowner's maintenance fees, taxes, insurance and other charges. If LANDLORD fails to pay these charges in a timely manner or LANDLORD is aware that property is in foreclosure or pre-foreclosure, LANDLORD agrees to immediately notify BROKER. LANDLORD agrees to indemnify and hold harmless BROKER for any damages or litigation fees/cost incurred by BROKER due to LANDLORD failure to make timely payments, such as, but not limited to, claims by Tenants resulting from a foreclosure action. LANDLORD certifies and represents that they are not (1) in arrears on mortgage payments, (2) aware of a pending foreclosure lawsuit (lis pendence), or (3) aware of a foreclosure lawsuit affecting the Property. LANDLORD agrees that if mortgage company files a foreclosure action due to non payment of mortgage, then BROKER shall (1) be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected; and (2) freeze all owners funds on account for the express purpose of negotiating and settling any claim the rental tenants may have (if any) during their statute of limitations as a result of the property going into foreclosure.

LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$300,000 and BROKER shall be designated on said policy as an additional insured. That such policy shall be so written to protect BROKER in the same manner and to the same extent as the LANDLORD. LANDLORD shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD affirms that:

- Dogs ARE covered by the liability insurance
- Dogs ARE NOT covered by the liability insurance

LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property, except in the case of gross negligence or illegal act by BROKER, 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.

- 6) **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).

Unless expressly prohibited by LANDLORD in writing, LANDLORD authorizes BROKER to have utility services established and terminated in LANDLORD's name, as may be required to manage the property as BROKER deems necessary.

- 7) **FUNDS:** Any monies collected or received by BROKER will be held in BROKER's bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services and partial escrow agent's fee.

- 8) **ATTORNEYS FEES - LEASE DRAFTING:** In the State of Florida, a BROKER is not allowed, by law, to draft a lease, therefore, there will be a charge to the LANDLORD of \$50.00 for attorney's fees for preparation of the lease. The charges to cover these attorney's fee(s) will be collected from the first monies received
- 9) **CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** If the property is a condominium or governed by a homeowner's association, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules, regulations, covenants and restrictions of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible 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. If BROKER is notified by the condominium or homeowner's association of any fee as outlined above, then BROKER is hereby directed by LANDLORD to pay such association fees, fines, etc. from rental proceeds collected by BROKER and LANDLORD agrees to indemnify BROKER for payment of same.

LANDLORD shall be responsible for providing BROKER with all current rules, regulations, covenants and restrictions, and, if required, applications for tenancy to the Association. If LANDLORD is unable to supply these in a timely manner, LANDLORD authorizes BROKER to obtain such. LANDLORD shall bear the direct cost associated with obtaining these, and pay BROKER a \$35 administrative fee. 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. LANDLORD agrees to hold BROKER harmless, should BROKER not obtain the correct rules and regulations, not supply the correct rules and regulations to the tenant(s), or if application for tenancy is not made to the Association because LANDLORD does not inform BROKER that such application is required.

- 10) **FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$75.00 to provide same. (The \$75.00 fee includes a DVD video of the property and its contents). It is LANDLORD's responsibility to keep the inventory current.

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.

LANDLORD will provide, or bear the cost of providing, four (4) full sets of keys for each door lock plus two (2) mail keys, garage door openers, gate cards and security passes, if any, to the BROKER.

In unfurnished units, LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install same.

- 11) **LEASING and MANAGEMENT:** 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. 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 Attorneys Fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same. 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. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. Due to laws, which may affect disclosure of private and credit information, LANDLORD shall not be provided with the tenant's credit report and/or application unless specifically authorized in writing by the tenant(s) and the provider of the credit report.

BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASE(S), unless LANDLORD expressly directs BROKER, in writing, that LANDLORD shall sign all lease(s).

- 12) **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 or use of a lock box system to show and access the Property. In furnished units, an inventory will be checked by BROKER or BROKER's Agent at departure. 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, 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.

- 13) **HURRICANES, TROPICAL STORMS, ACTS OF GOD:** BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing between BROKER and LANDLORD, regardless of the presence of hurricane shutters or similar devices on the premises.
- 14) **BROKER'S AUTHORITY:** 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. LANDLORD further grants BROKER authority to enter the property at any time BROKER deems necessary.
- 15) **REPAIRS, OWNER'S RESERVE & CUSTOMER SERVICE FEE:** BROKER is given the right to spend at BROKER'S discretion, and without the necessity of permission by LANDLORD, an amount not to exceed \$500.00 in any 30 day period during this agreement to purchase items, cleaning, make repairs, and pay for same out of LANDLORD'S funds, and, if inadequate, LANDLORD shall be billed for the difference. After the tenant vacates and funds become available for use from the tenant's security deposit, BROKER is given the right to spend up to the full amount of the monies claimed from the tenant's security deposit, PLUS the aforementioned amount, to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. 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, and LANDLORD agrees to be responsible for the sums expended.

In order to maintain the Repair Account, BROKER will collect an **Owner's Reserve of \$500.00** from rents received and if this account falls below this amount, BROKER may replenish it from the rents received. In the event repairs are made, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD.

LANDLORD agrees that in the event repairs are necessary, LANDLORD will be charged a customer service fee of 10% of the repair. This fee shall be no less than \$5.00 and no more than \$50.00 to cover arranging for, coordinating and inspecting the repair.

BROKER will arrange for all repairs, inspections, maintenance and cleanings, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold BROKER harmless for payment of same.

16) BROKER COMPENSATION:

- a) **FOR MANAGEMENT:** LANDLORD agrees to pay BROKER the compensation stated in paragraph 2a: (1) during any month that a tenant remains in full or partial occupancy, whether or not the tenant pays the rent due and (2) during any month the property is vacant.

In addition, LANDLORD agrees that BROKER, without accounting to LANDLORD, may collect as additional management fees, late fees, accrued interest, lease discounts (for early payment of rents), nonnegotiable check fees, application fees, pet fees and any charges deemed "additional rent" in the lease agreement. LANDLORD agrees that these fees are the property of BROKER to offset BROKER'S expenses in enforcing the respective lease provisions. First funds collected each month from tenant shall be applied towards late fees, legal fees, court costs, NSF fees, lease discount (if applicable) and lastly to rent. If the tenants do not pay these fees, BROKER may deduct these fees from the tenant's security deposit.

- b) **FOR LEASING:** BROKER shall earn the fee stated in paragraph 2b upon procuring a ready, willing, and able tenant and shall be payable to BROKER in full upon the earlier of (i) the date on which all funds due prior to move-in under the applicable lease have been collected, (ii) the tenant's lease term has begun, (iii) LANDLORD'S termination of this Agreement, or (iv) LANDLORD'S default under the lease or this Agreement. A subsequent breach or failure to perform by tenant shall not entitle LANDLORD to a refund of all or part of the fee stated herein. BROKER does not guarantee any tenant's performance under any lease.

If LANDLORD agrees to pay BROKER'S advertising expenses, LANDLORD shall pay such expenses within 5

business days of BROKER requesting payment. LANDLORD shall pay a cooperating broker fee of \$_____ (\$300 if left blank) should a real estate agent (including BROKER and BROKER'S agents), who participates in the MLS in which compensation was offered by BROKER, rents the property. LANDLORD agrees to pay the cooperating broker within 5 business days of execution of lease. If LANDLORD fails to timely pay advertising expenses or cooperating broker fees, LANDLORD shall be considered to be in default under this Agreement. LANDLORD authorizes and agrees that BROKER may deduct fees and expenses due to BROKER and cooperating brokers from rents collected or received by BROKER.

Unless otherwise directed in writing, BROKER shall lease the property each time a vacancy occurs.

- c) **LEASE RENEWALS:** BROKER shall earn the fee stated in paragraph 2c in the event of a lease renewal. An extension of the tenant occupancy shall be deemed a renewal of the previous rental term for the purposes of renewal compensation. BROKER may at BROKER'S discretion renew or terminate existing tenants, unless otherwise directed by LANDLORD in writing.
 - d) **LANDLORD SUPPLIED TENANT:** BROKER shall earn the fee stated paragraph 2d in the event LANDLORD supplies a tenant to BROKER for qualification and subsequent lease. LANDLORDS tenant shall complete BROKER'S rental application, pay application fees, will be subject to BROKER'S rental qualifications and shall pay rents and deposits to BROKER.
 - e) **FOR SALE TO TENANT:** If a sale or exchange of the managed property is affected to a tenant who occupies the property during the term of this agreement, or anyone acting on the tenant's behalf, BROKER shall be considered the procuring cause of such sale. As such, BROKER shall earn the commission stated in paragraph 2e. This sales commission provision shall survive any termination of this agreement.
 - f) **ANNUAL PROPERTY CONDITION REVIEW:** This report, which includes photographs and/or a DVD video of the property, is a written and/or narrated property review by BROKER and includes recommendations to preserve property value.
 - g) **MANAGEMENT SET-UP FEE:** This fee is due at the time of this agreement as a non-refundable management set-up fee.
 - h) **HOUSING ASSISTANCE AND VOUCHER PROGRAM LIAISON FEES:** Housing assistance programs such as, but not limited to, the Section 8 Housing Choice Voucher Program may require BROKER to visit the Property for the purposes of meeting representatives of the public housing agency, city, county, state or federal governments, officials of charitable institutions, utility companies, inspection companies, insurance companies, public safety personnel, legal representatives, contractors; and other personnel for or on behalf of LANDLORD. If BROKER determines that such visits are required, BROKER shall earn the fee stated in paragraph 2g for each visit to the Property. This fee shall also be payable for each visit by BROKER to the places of business of any of the aforementioned representatives for or on behalf of LANDLORD.
- 17) **PROCEEDS:** BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER'S bank (usually 5 to 7 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks) should certified funds, cash or traveler's checks not have been received.

IRS WITHHOLDING TAX: If LANDLORD is a US citizen they must provide BROKER a Tax ID number on a W-9 and a citizenship statement to be exempt from 30% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with their ITIN number to be exempt from 30% IRS withholding tax. Non US citizens are advised to seek the advice of an accountant before signing IRS form W-8ECI which states that the signer is exempt from US back-up withholding because their rental property is a business. LANDLORD agrees to pay BROKER \$500, paid annually in advance, only if BROKER is required to collect IRS withholding tax from LANDLORD. The fee covers BROKER'S cost of collecting and submitting monthly withholding taxes to the IRS and the submittal of annual 1042 tax return(s) on behalf of LANDLORD.

NOTE: Checks are mailed once a month by BROKER (usually on 15th of the month) but no sooner than tenant(s) funds have cleared BROKER'S account(s) as allowed by law. 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 make any decisions on the return or retention of the deposit if the applicant demands the deposit return and there is a dispute

or upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

18) **NOTICES:** Whenever any notice is required in this agreement or desire to communicate formally or legally between LANDLORD and BROKER, notice must be in writing and mailed certified or return receipt requested to the addresses as follows hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

Landlord's Name(s): _____
Mailing Address: _____
E-mail Address: _____
Phone: (Home) _____ (Work) _____ (Mobile) _____ (Fax) _____

Broker: Hoffman Realty, LLC Mailing Address: 3900 W. Dale Ave., Tampa, Florida 33609
Work: (813) 875 7474 Fax: (813) 354 9278 E-mail Address: Homes@HoffmanRealty.com

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

19) **ENVIRONMENTAL HAZARDS and INJURIES SUFFERED BY TENANT(S):** Tenant(s) are increasingly suing LANDLORDS and BROKERS for environmental hazards including but not limited to mold, mildew, smoke odors, allergens and other hazards, which may be present on the premises. LANDLORD affirms no such hazards are known by LANDLORD to be present on the premises at this time. LANDLORD 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.

20) **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.

21) **COMMISSION and OTHER LEGAL DISPUTES:** In the event of any litigation between the LANDLORD and BROKER, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in the county where the property is located or where the BROKER is located.

*****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.

By signing below I / We acknowledge that we have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this Agreement, you should obtain the advice of an attorney prior to execution. FINAL ACCEPTANCE: When duly signed by Broker or Broker's agent this agreement becomes binding on all parties.

Owner's Signature Date: _____

Owner's Signature Date: _____

Owner's Signature Date: _____

Broker or person authorized to sign for Broker Date: _____