



# Hoffman Realty, LLC

3900 W. Dale Avenue, Tampa, Florida 33609

## EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

- 1) **PARTIES AND PROPERTY:** This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ (also known as the anniversary date) 20\_\_\_\_, by and between \_\_\_\_\_ the owner or legally appointed representative of the property, hereafter referred to as "LANDLORD" and Hoffman Realty, LLC, its agents, successors and assigns, hereinafter referred to as "BROKER", WITNESSETH: For and in consideration of the mutual covenant contained herein, the parties hereto agree as follows:
- 2) **EXCLUSIVE RIGHT TO LEASE AND MANAGE:** LANDLORD hereby employs BROKER exclusively, giving BROKER the exclusive right to rent, lease, operate, control and manage under the terms and conditions as hereinafter set forth for LANDLORD'S entire property described as: \_\_\_\_\_ (Property). It is understood and agreed that BROKER is the sole procuring cause of any lease, written or oral that may be negotiated during this agreement, even if said lease may have been negotiated either directly or indirectly by LANDLORDS themselves.
- 3) **TERM:** This Agreement is entered into by the parties, successors, estate and assigns hereto for not less than twelve (12) months and automatically renews for successive twelve (12) month periods on each yearly anniversary date. Either party may cancel this agreement on it's anniversary date by giving the other written notice to terminate this agreement at least 60 days prior to each said anniversary date. However, if upon receipt of cancellation notice from LANDLORD the Property is occupied with tenants then the term of this agreement shall extend to run concurrent with the term of the tenants possession in the Property and shall not expire until Property is next vacant. LANDLORD may opt to cancel this agreement, or transfer title to the Property, at any time by giving a 60 day written notice to BROKER and paying a cancellation fee equal to one months rent, and all BROKER'S unreimbursed costs and expenses including third party vendors and attorneys' fees, if any. BROKER reserves the right to terminate this agreement at any time with 60 days written notice to LANDLORD, 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, welfare or quiet enjoyment of any tenants or other persons, or interfere with this management agreement.
- 4) **MANAGEMENT COMPENSATION:** In consideration of the services to be rendered by BROKER, 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. Minimum fee begins at time of lease if Property is fully rent ready, or at time of AGREEMENT if work needs to be ordered on the Property and it is not fully rent ready.
  - b) **FOR LEASING:** An amount equal to a full month rent paid to BROKER at lease inception. BROKER shall lease the Property each time a vacancy occurs, unless otherwise directed by LANDLORD in writing.
  - c) **LEASE RENEWALS:** Three percent (3%) of the total rent for the lease term, for each written annual lease renewal. Any extension of the tenant occupancy shall be deemed a renewal of the previous rental term for the purpose of renewal compensation. BROKER may at BROKER'S discretion renew or terminate existing tenants, unless otherwise directed by LANDLORD in writing.
  - d) **ANNUAL PROPERTY REVIEW:** LANDLORD shall pay for an annual property condition review 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. Current cost is \$125, or as published and amended in the Landlord's Handbook.
  - e) **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 4b, plus BROKER'S direct advertising expenses, if any. LANDLORD'S 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.
  - f) **SALE TO TENANT:** If a sale or exchange of the managed Property is effected 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 and BROKER shall be paid a commission of at least five percent (5%) of the gross sales price or valuation upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement.
  - g) **MANAGEMENT SET-UP FEE:** One hundred dollars (\$100) at time of this agreement as a non-refundable set-up fee.
- 5) **MANAGEMENT AUTHORITY:** LANDLORD expressly grants to BROKER herein the following authority:
  - a) Full management and control of said Property with authority to collect all rent and other monies and securities from tenant in Property and issue receipts thereof. The LANDLORD shall be responsible for and shall reimburse, or pay in advance as requested by BROKER, all third party (vendor or repairman) expenses incurred or to be incurred by BROKER pursuant to this Agreement.
  - b) To prepare and negotiate new leases and renewals and terminations of existing leases as deemed appropriate by BROKER. BROKER is authorized, for and in behalf of LANDLORD, to execute leases and lease renewals.
  - c) To provide for any and all negotiating and contractual arrangement (in the name of the LANDLORD) by the BROKER'S maintenance division or independent contractors for any and all purchases, repair and cleaning services deemed necessary by the LANDLORD and/or the BROKER, and to pay for these services, repairs and improvement from the LANDLORD'S funds. To maintain a Landlord's Reserve, as published and amended in the Landlord's Handbook, from rents received and if this account falls below this amount to replenish it from the rents received. On each improvement and repair item that exceeds the Landlord's Reserve (except emergency repairs), LANDLORD'S approval shall be obtained first. LANDLORD shall provide or bear cost of providing all keys and access devices to the premise.

- d) To provide standard advertising for the Property when vacant at the expense of the BROKER, to list the Property for rent in the Multiple Listing Service, and to compensate cooperating brokers and Broker's agents from fees earned by BROKER.
  - e) To serve legal notices upon tenant and to prosecute in the name of the LANDLORD, or in the name of BROKER, and at LANDLORD'S expense, legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney of BROKER and LANDLORD hereby specifically agrees that BROKER may use said attorney as BROKER'S attorney in any dispute between LANDLORD and BROKER. LANDLORD acknowledges and agrees that any communication between LANDLORD and attorney shall not be deemed to be an attorney/client communication in any action between the LANDLORD and BROKER. LANDLORD further authorizes the BROKER to compromise and settle claims on the LANDLORD'S behalf as may be necessary in the BROKER'S sole judgment.
  - f) 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), non-negotiable check fees, application fees, vendor discounts (for early payment to repair/maintenance vendors), administrative fees paid by tenant to BROKER, pet fees and any charges deemed "additional rent" in the lease agreement. LANDLORD agrees that these fees are the property of the BROKER to offset the Agent's expenses in enforcing the respective lease provisions. First funds collected from tenant each month shall be applied toward late fees; legal fees, court cost, NSF fees, and 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 and/or last month's rent.
  - g) Interest received on the BROKER'S Trust Account, (if any) shall belong to the BROKER to assist in offsetting the expenses of maintaining the trust account. LANDLORD agrees that BROKER may require releases from all parties in the event of a controversy before dispersing trust funds.
  - h) To pay any homeowner's association or condominium association dues, assessments or fees and deduct these amounts from LANDLORD'S funds.
- 6) **MANAGEMENT RESPONSIBILITIES:** BROKER agrees to accept the following responsibilities:
- a) To use diligence in the management of the Property for the period and upon the terms herein provided, and agrees to furnish the services of HOFFMAN REALTY, LLC, for the renting, leasing, operating, and managing of the herein described Property. However, BROKER does not guarantee that the Property will be leased, any tenant's performance under any lease or the payment of rentals or utility services by the tenant. BROKER will make every reasonable effort to collect any rents or monies due from the tenant when and as they become due. LANDLORD hereby authorizes BROKER, at BROKER'S discretion, to employ collection agencies to assist in the collection of any outstanding tenant debt due.
  - b) To render monthly statements of receipt, expenses and charges and to remit to LANDLORD receipts less disbursement. In the event the disbursement shall be in excess of the rents that are collected by the BROKER, the LANDLORD hereby agrees to pay such excess promptly upon demand of BROKER. If in BROKER'S sole discretionary judgment, it may be necessary or proper to reserve or withhold LANDLORD'S funds to meet obligations which are or may become due (including without limitation, the BROKER'S compensation) thereafter and for which current income will not or may not be adequate, BROKER may do so. In the event of a breach of this agreement on the part of the LANDLORD, the BROKER may accelerate all fees due through the balance of the agreement. LANDLORD hereby assigns to BROKER all rents on the subject Property as security for the obligations described herein. Said Agreement shall become absolute upon default by LANDLORD.
  - c) BROKER assumes no responsibility for other services than agreed to unless specified in the terms of this Agreement or in writing at a later date. BROKER may assess an hourly fee for special services not specified in this agreement.
  - d) To deposit all receipts collected for LANDLORD (less any sums properly deducted or otherwise provided herein) in an Escrow Account separate from BROKER'S personal account. However, BROKER will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks or money not collected. LANDLORD understands and agrees that rental disbursement may or may not be made until tenant funds have cleared BROKER'S bank.
  - e) Provide for authorized individuals to inspect the Property as deemed necessary by BROKER and to provide security deposit evaluations at the expiration of a tenancy. In the event tenants damage the premises or owes any monies to the LANDLORD, BROKER is given the power to make claims upon the security deposit on behalf of LANDLORD and is given the exclusive authority to determine, in its professional judgment, the amount due, charge the tenant accordingly and/or settle with the tenants upon advice of BROKER'S legal counsel. BROKER shall not be held liable for any failure to make claim(s) on any damages that were not readily apparent to BROKER.
- 7) **LANDLORD REPRESENTATIONS TO BROKER:** The LANDLORD hereby represents and warrants to BROKER that:
- a) LANDLORD(S) are the sole LANDLORD(S) of fee simple title to the Property or is fully authorized to enter into this agreement as a binding enforceable agreement of the LANDLORD(S) Property. LANDLORD has full right, power and authority to engage and appoint the BROKER for the purposes and consideration herein set forth and to enter into this agreement.
  - b) The Property is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances, that the Property is not currently subject to any outstanding default, lis pendance, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit BROKER from discharging its duties described herein.
  - c) LANDLORD shall pay direct any mortgages, condominium / homeowner's maintenance fees, taxes, insurance and other charges related to the Property in a timely manner, and If LANDLORD fails to pay these charges in a timely manner, LANDLORD agrees to indemnify and save harmless BROKER for any damages, litigation fees or cost incurred by BROKER. Should the property be subject to a lein or foreclosure action and/or a bank, condominium or homeowner's association or mortgagee exercise any rights to an assignment of rent, LANDLORD agrees that BROKER shall comply with any court order and/or disburse rent monies to the requesting party based on the advice of BROKER'S legal counsel. In addition, BROKER shall (1) have the full right and authority to disburse the security deposit and/or advance rent, if any, to any party including the tenant even if the tenant is still residing on the premise or owes rent; (2) be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected.
  - d) LANDLORD has no knowledge of any environmental hazards related to Property and agrees that if any environmental hazards arise that the LANDLORD takes full responsibility of any cost in removing such hazards.

- e) LANDLORD 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.
- 8) **AGENCY AUTHORIZATION:** LANDLORD hereby constitutes and appoints MaryAnn Hoffman or Andrew Dougill (Broker, Hoffman Realty, LLC.), and/or any authorized employee or agent of BROKER, 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 LANDLORD might or could do if personally represented with full power of substitution and revocation, hereby ratifying and confirming all that said MaryAnn Hoffman or Andrew Dougill substitute shall lawfully do or cause to be done by virtue hereof. LANDLORD hereby grants BROKER the right to enter the Property at any time BROKER deems necessary.
- 9) **SAVE HARMLESS AND INDEMNITY- LIABILITY INSURANCE:** LANDLORD further agrees to save the BROKER, it's agent, assigns, independent contractors, and employees, harmless 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 the BROKER, and from all liability for injuries to person or property suffered or sustained by any person whomsoever, and to carry, at LANDLORD'S expense, public liability insurance in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect BROKER in the same manner and to the same extent as LANDLORD. LANDLORD shall have liability insurance of not less than \$300,000 and, shall furnish BROKER a copy of the declarations page of said policy. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.
- 10) **ATTORNEY FEES:** LANDLORD and BROKER do hereby agree that in the event legal procedures are necessary to endure the provision of this agreement the venue shall be in the county where the Property is located or where the BROKER is located. The prevailing party shall be entitled to recover or receive an award for their reasonable legal fees and costs. In the event BROKER successfully defends any action (including, but not limited to the Courts, the Board of Realtors, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought by another, including LANDLORD, BROKER shall be reimbursed, by LANDLORD, for their attorneys fees, Court costs and for their time spent in defending such an action.
- 11) **WAIVER OF JURY TRIAL:** The parties hereby waive their right to a jury trial on any issue arising from the subject matter of the Agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by Judge sitting without jury.
- 12) **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 with return receipt requested to the addresses as follows hereafter, or to such other addresses as shall be changed in writing, 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

- 13) **RENT:** BROKER will use best efforts to lease or rent the Property at the rental rate of \$\_\_\_\_\_ per month (current market rate as determined in the sole judgment of BROKER, if left blank). BROKER is given the right to rent for as low as \$\_\_\_\_\_ per month. BROKER will present all other offers for LANDLORD'S consideration.
- 14) **ACKNOWLEDGEMENT, RECEIPT OF DOCUMENTS AND LANDLORD'S HANDBOOK:** This agreement shall become binding upon the heirs, successors and assigns of the parties hereto, LANDLORD hereby acknowledges that they have read and signed this agreement. Because it is not practical to place all of BROKER'S policies and methods of leasing and management within the body of this agreement, BROKER has created a "Landlord's Handbook" outlining BROKER'S methodology, pricing, policies and practices. LANDLORD hereby acknowledges that they have received, read, understand and agree to BROKER'S methods, pricing and policies as outlined and updated in the Landlord's Handbook. BROKER reserves the right to change, modify, expand or delete any or all of the Landlord's Handbook, at any time and without notice. LANDLORD(s), by their signature(s) below, acknowledge that they have received a complete copy of the Exclusive Rental Management Agreement. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date first above written.

LANDLORD(S):

BROKER:

x \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_ x \_\_\_\_\_  
 Hoffman Realty, LLC