



# Hoffman Realty, LLC

3900 W. Dale Avenue, Tampa, Florida 33609

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## Checklist of items required at commencement of a Management Agreement with Hoffman Realty

- A fully executed Exclusive Rental Management Agreement signed by all owners of the property.
- A signed, witnessed and acknowledged Specific Power to Sign Lease completed by all owners of the property.
- A Solvency Statement signed by all owners of the property.
- Instructions to Insurance Agent letter completed.
- Proof of property ownership (deed, copy of public record or HUD1 statement). If an organization, proof that the person signing has the authority to sign on behalf of the organization.
- Proof of public liability insurance coverage on the property in an amount not less than \$300,000.00. (Declaration's Page).
- Current copy of all rules and regulations of the Condominium Association, Homeowner Association or Deed Restrictions.
- Current Application to the Condominium Association or Homeowner Association (if required).
- Copy of the furnishings inventory (if furnished).
- Completed copy of the New Property Data Sheet, signed by owner.
- W-9 and citizenship statement for US Citizens, or W-8ECI and ITIN number for Foreign Nationals.
- One (1) full set of keys for each door lock, plus garage door openers, gate cards and security passes, and two (2) mail keys, if any.
- Lead paint disclosure (if built prior to 1978).
- \$100 check made payable to "Hoffman Realty" for the management set-up fee. This should be a separate check from the owner's property reserve check.
- Completed copy of Flood Disclosure Form



# Hoffman Realty, LLC

5612 S. Manhattan Avenue, Tampa, Florida 33616

## EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

- 1) **PARTIES AND PROPERTY:** This AGREEMENT made and entered into \_\_\_\_\_ (also known as the anniversary date), 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.
- 1) **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 part may cancel this agreement at any time by giving the other written notice to terminate this agreement
- a) When this agreement is cancelled by a landlord, we follow up with an email acknowledging the cancellation and explaining the process to complete the cancellation. The process ensures that management is terminated smoothly for all parties.
- 2) **MANAGEMENT COMPENSATION:** In consideration of the services to be rendered by BROKER, LANDLORD agrees to pay BROKER any and all of the compensation detailed below and on the attached addendum for the:
- STANDARD Management Plan       PEACE OF MIND Management Plan
- a) **MINIMUM FEE:** One hundred dollars (\$100) each month, whether the Property is occupied or vacant. 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) **LANDLORD SUPPLIED TENANT:** If the LANDLORD supplies a tenant to BROKER for qualification and subsequent lease prior to BROKER advertising the Property, the fee shall be five hundred dollars (\$500), instead of the Finding New Tenants fee, plus BROKER'S direct 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, fees and deposits to BROKER.
- c) **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. (Using Hoffman Realty for a sale listing is optional)
- d) **MANAGEMENT SET-UP FEE:** One hundred dollars (\$100) at time of this agreement as a non-refundable set-up fee.
- 3) **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 to execute leases and lease renewals, and LANDLORD shall provide a Specific Power of Attorney for same.
- 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, per from the LANDLORD'S funds. To maintain an Owner 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 Owner Reserve (except emergency repairs), LANDLORD'S approval shall be obtained first. LANDLORD shall provide or bear cost of providing 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. To Place a "For Rent" sign on the Property in accordance with local rules and regulations and place a lockbox on the Property to allow access to the Property. To authorize inspectors, appraisers, contractors, vendors, other Brokers and their associates, and pre-screened rental prospects access to the property at reasonable times and to disclose security and lock box codes as required or needed in BROKER'S sole discretion.
- 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, administrative fees paid by tenant to BROKER, pet fees, any charges deemed "additional rent" in the lease agreement and any other tenant related charges associated with management. 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.  
On occasion and without accounting to LANDLORD, BROKER may receive incentives, reimbursements, referral fees, or cash payments from business associates including cable companies, internet service providers, contractors, and vendors to refer or participate in joint business arrangements, referrals, or group marketing efforts.
- g) Interest received on the BROKER'S Trust Accounts, (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 delinquent or outstanding homeowner's association or condominium association dues, assessments, fines or fees and deduct these amounts from LANDLORD'S funds to avoid fines or other legal action on behalf of LANDLORD.

**4) 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 understands that BROKER is not a collection agency and agrees that BROKER'S efforts in the collection of any outstanding tenant debt cease after the tenant(s) vacate the property.
- 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. 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.

**5) 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, utilities, 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 represents that any pool or spa has the required enclosures, fences, gates and latches in place to comply with all laws and ordinances; and LANDLORD has no knowledge of any environmental hazards related to the Property and agrees that if any environmental hazards arise that the LANDLORD takes full responsibility of any cost in removing such hazards.
- e) If LANDLORD intends to market the Property for sale, either with a real estate broker or "by-owner", LANDLORD agrees to provide BROKER a minimum of 60-days notice prior to the start of marketing.
- f) 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.
- g) LANDORD shall keep utilities connected and enabled to the Property during any vacancies. Utilities shall include water, sewer, and electricity, plus gas if there are gas appliances in the Property. Utilities may be removed out of the LANDLORDS'S name starting the

first day of the executed lease agreement.

- 6) **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.
- 7) **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, including attorney's fees incurred in defense of a claim, except in the case of sole 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 per occurrence and BROKER shall be designated as an additional insured on said policy, if possible. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.
- 8) **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 attorney's fees, Court costs and for their time spent in defending such an action.
- 9) **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.
- 10) **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 deemed delivered upon actual physical receipt thereof.

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

Broker: Hoffman Realty, LLC      Mailing Address: 5612 S. Manhattan Ave, Tampa, Florida 33616-1024  
 Work: (813) 875 7474              Fax: (813) 354 9278              E-mail Address: Homes@HoffmanRealty.com

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

- 11) **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.
- 12) **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 this Agreement or the Landlord's Handbook, by providing written notice to LANDLORD via email.

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

	<b>STANDARD</b> Management Plan	<b>PEACE OF MIND</b> Management Plan
	Our Most Popular Plan	Most Comprehensive Plan
	<b>10%</b> of Rent management fee	<b>\$299</b> /mo management fee
<b>Finding New Tenants</b> - Includes Rental Analysis, Listing and Marketing, Showings, Tenant Screening, Attorney Lease and Signing, Collect Security Deposit.	<b>100% of One Month Rent</b> <b>\$95 Attorney Lease Fee</b>	<b>50% of One Month Rent</b> <b>\$95 Attorney Lease Fee</b>
<b>Lease Renewal of Existing Tenants</b> - Includes Rental Analysis, Attorney Lease and Signing.	<b>25% of One Month Rent</b> <b>\$95 Attorney Lease Fee</b>	<b>25% of One Month Rent</b> <b>\$95 Attorney Lease Fee</b>
Extensive Website Advertising	✓	✓
Marketing Video Walkthrough Tour	✓	✓
Answer Leasing Calls 24/7	✓	✓
Convenient Tenant Showing System	✓	✓
Comprehensive Pet Screening	✓	✓
Detailed Move-In/Out Inspections	✓	✓
Rent Collection	✓	✓
Security Deposit Collection	✓	✓
Maintenance Coordination	✓	✓

24/7 Emergency Coverage	✓	✓
Move-In/Out Inspections	✓	✓
Tenant Communications	✓	✓
Monthly Accounting and Statement	✓	✓
Year End Reporting and 1099	✓	✓
Routine Repair	✓	✓
Legal Notices	✓	✓
Security Deposit Claims	✓	✓
Periodic Occupied Inspections	✓	✓
Drive-By Inspections	✓	✓
Insurance Claim Oversight	<b>Hourly Rate</b>	✓
Property Improvement Oversight	<b>Hourly Rate</b>	✓
Home Warranty Vendor Coordination	<b>\$55 Per Occurrence</b>	<b>\$55 Per Occurrence</b>
Marketing Photography	✓	✓
Safety Check / Annual Property Review	<b>\$200</b>	✓
100% Satisfaction Guarantee	✓	✓
21-Day Rental Guarantee	✓	✓
Leasing Guarantee	✓	✓

Animal Damage Guarantee		✓
Eviction Protection Guarantee		✓



**We guarantee that if you are not completely satisfied with our service you can end your management contract at any time**

Conditions: If you notify our Broker by email at [Homes@HoffmanRealty.com](mailto:Homes@HoffmanRealty.com) that you are not completely satisfied, we'll end your management contract at any time and without penalty for termination.



**Hoffman Realty, LLC**

5612 S. Manhattan Avenue, Tampa, Florida 33616-1024

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**We guarantee that we can find a  
quality tenant for your home in  
21-days, or the first two months of  
management fees are FREE!**

Conditions: Your home must be vacant and "rent ready"; you allow us to choose the rental price and you must allow up to 2 approved pets.



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## **We guarantee your Lease!**

Should any tenants we place into your rental home move out and break their lease during the first 12-months of their initial lease term we will find a replacement FOR FREE.

We have been guaranteeing our landlord's leases for over 10-years, and during this time, none of our landlords have had to pay two full leasing fees in the same 12 month period.

Conditions: Federal military relocation, tenant death and legal lease terminations are excluded.

If we are able to recover monies from your tenant to compensate for their lease break, they will be applied in this order: (1st) to pay any unpaid rents due to our landlord caused by the lease break; (2nd) if there are funds remaining, to compensate Hoffman Realty for our costs incurred resulting from the lease break.



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## **We guarantee that if our screened tenant has to be evicted, we will cover the cost**

If an eviction becomes necessary at your property we will cover costs incurred in removing a tenant for up to \$2,000 .

### **Conditions:**

- Only applies to tenants we place into your rental home
- Not available with all plans. Requires a Qualified Management Plan.



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## **We guarantee your home will not be damaged by an approved animal**

We screen each pet, charge a reasonable fee, and guarantee that you (the property owner) will not pay out of pocket for pet damage.

- We pay for any damages exceeding the security deposit caused by an approved animal up to \$1,000.

Conditions: Service and Assistance animals excluded as we are not allowed to screen.



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## New Property Data Sheet - Management

- 1) Property Address: \_\_\_\_\_
- 2) Primary Owner's Name: \_\_\_\_\_
- Work Phone: (\_\_\_\_\_) \_\_\_\_\_
- Cell Phone: (\_\_\_\_\_) \_\_\_\_\_
- Email Address: \_\_\_\_\_
- 3) Secondary Owner's Name: \_\_\_\_\_
- Work Phone: (\_\_\_\_\_) \_\_\_\_\_
- Cell Phone: (\_\_\_\_\_) \_\_\_\_\_
- Email Address: \_\_\_\_\_
- 4) Subdivision Name: \_\_\_\_\_
- Association Name: \_\_\_\_\_ HOA Approval Required: Y or N
- HOA Phone #: \_\_\_\_\_ Mail Box # \_\_\_\_\_ Mail Box Location: \_\_\_\_\_
- Gated Community: Y or N Gate Code : \_\_\_\_\_
- 5) **Type of Property:**
- House  Condo  Townhouse  Duplex  Triplex  Quad
- # of Bedrooms: \_\_\_\_\_ # of Bathrooms \_\_\_\_\_
- 6) **Floor Plan:**
- Single Story  Split-Level  Two Story  Three Story  Other: \_\_\_\_\_
- 7) **Flooring:**
- Carpet & Vinyl Combo  Carpet & Tile Combo  All Carpet  All Tile  Hardwood
- Other: \_\_\_\_\_
- 8) **Appliances Included:**
- Stove Electric  Stove Gas  Refrigerator  Dishwasher  Microwave  Washer
- Dryer Electric  Dryer Gas  Water Softener  Reverse Osmosis System



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9) **Parking Facilities:**

Garage | Garage Code: \_\_\_\_\_  Carport  Assigned Parking

Assigned Parking: # of Spaces \_\_\_\_\_

10) **Heating & A/C:**  Central Electric or  Gas Heat/Central A/C

11) **Fencing** (Your fencing, not your Neighbor's fencing):

Wood Privacy  Chain Link  PVC Fencing  No fencing

12) **Special Features:**

Swimming Pool  Screen Enclosure  Child Safety Fence  Spa Only  
 Solar Pool Heater  Gas Spa Heater  Electric Spa Heater  Pool Sweep  
 Well Water  Septic Tank System  Security System Code: \_\_\_\_\_  
 Community Pool  Community Tennis  Community Gym  
 Additional Storage  Sprinkler System  Other \_\_\_\_\_

13) **Special Instructions:**

A) **Yard & Lawn:**

1. Include in the lease a professional lawn service company to cut, mow and edge the lawn at the property owner's expense.

YES or  NO

2. Include in the lease a professional lawn service to fertilize and chemically treat the lawn at the property owner's expense.

YES or  NO

B) **Swimming Pool/Hot Tub Service:**

Include in the lease a professional pool service to maintain the swimming pool/hot tub (including chemicals, cleaning and repairs) at the property owner's expense.

YES or  NO or  N/A

C) **Pets:**

The property owner hereby agrees that pets may be accepted, provided additional pet fees are collected in addition to the security deposit. The security deposit and pet fees (if necessary), will be used to correct any pet damage.

YES or  NO or  Small Pets Considered

Note: Property owner acknowledges they understand that restriction of pets greatly reduces the number of possible renters for their property.



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**D) Pest Control:**

1. Include in the lease a professional pest control service company to treat the “**Exterior**”, at regular intervals, at the property owner’s expense.

YES or  NO

2. Include in the lease a professional pest control company to treat the “**Interior**” of the property at regular intervals, at the property owner’s expense.

YES or  NO

**E) Warranty Information:**

1. Property owners have a “New Home Warrantee” from Builder:

Name of Builder: \_\_\_\_\_

Policy #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Appliances or items covered: \_\_\_\_\_

2. Property owners have purchased an appliance or fixture warranty:

Name of Warrantee Company: \_\_\_\_\_

Policy #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Appliances or items covered: \_\_\_\_\_

13) Utilities and Other Services **included** in the rent:

Cable TV Water Sewer Trash Other: \_\_\_\_\_

14 ) **What are things you like about your property?** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We the property owners do hereby acknowledge the information in the Property Data Sheets to be accurate:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Hoffman Realty, LLC. (Listing Agent)

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Describe what is known:

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(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (initial (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. List documents below:

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(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment**

(c) Lessee has (initial (i) or (ii) below):

(i) \_\_\_\_\_ received copies of all records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing listed above.

(ii) \_\_\_\_\_ not received any records and reports regarding lead-based paint and/or lead-based paint hazards in the housing.

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your Home (initial).

**Agent's Acknowledgment** (initial or enter N/A if not applicable)

(e) \_\_\_\_\_ Lessor's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

(f) \_\_\_\_\_ Lessee's Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.<sup>1</sup>

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessee	_____ Date
_____ Lessor	_____ Date	_____ Lessee	_____ Date
_____ Lessor's Agent	_____ Date	_____ Lessee's Agent <sup>1</sup>	_____ Date

**Paperwork Reduction Act**

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2070-0151). Responses to this collection of information are mandatory (40 CFR 745). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.12 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address."

\_\_\_\_\_

<sup>1</sup> Only required if the lessee's agent receives compensation from the lessor.

# SOLVENCY STATEMENT

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

I/we \_\_\_\_\_ hereinafter "Owner" of the property located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereby state and affirm that all bills and money due on the premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home.

Owner agrees that in the event any dispute arises between a tenant and the Owner or agent as a result of Owner's failure to make any payments relative to the premises, Owner agrees to completely indemnify and hold harmless broker, agent, property managers, their employees, and assigns hereinafter "Broker" for any and all damages or litigation which may arise out of Owner's actions or inactions. Owner understands that a tenant has a right to peaceful quiet enjoyment of the premises and if Owner fails to keep all payments current, a tenant may have a right to withhold rent, break the lease agreement or hold Owner or agent liable for any damages they suffer as a result or Owner's failure to keep all payments current.

Owner gives Broker full authority to cease the management of the premises and hold Owner liable for any damages or amounts due under the management agreement if Owner misrepresents any information or fails to abide by this agreement and keep all payments current.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
OWNER

Form provided by  
Law Offices of  
Heist, Weisse & Lucrezi, P.A.  
1 800 253 8428



# Hoffman Realty, LLC

5612 S. Manhattan Avenue, Tampa, Florida 33616-1024

## Instructions to Insurance Agent

Purpose of letter: Instructions from our landlord to their insurance agent to ensure they have a suitable hazard policy for their rental property, minimum levels of public liability insurance and naming Hoffman Realty as an additional insured. Landlord is responsible to send this to their insurance agent after Hoffman Realty begins management of their property and/or when the property is first put into service as a rental property.

Insured: \_\_\_\_\_

Property: \_\_\_\_\_

### Insurance Agent Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dear Insurance Agent,

You are receiving these instructions from me/us as you are my/our insurance agent for the above-named property. This Property is currently, or will soon become, a rental property. When the Property is put in service as a rental property, please ensure I/we have an appropriate hazard insurance policy that covers the property as tenant-occupied (not as owner-occupied).

I/we request this policy:

1. Be an ALL RISKS policy
2. Has a minimum of \$300,000 of public liability coverage
3. Names my property manager as an ADDITIONAL INSURED under the hazard policy and/or public liability policy that covers the Property, and on any subsequent renewals.

Hoffman Realty LLC's contact information is:

Hoffman Realty, LLC  
5612 S. Manhattan Ave  
Tampa, FL 33616

\_\_\_\_\_  
Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Insured

\_\_\_\_\_  
Date



# Hoffman Realty, LLC

3900 W. Dale Avenue, Tampa, Florida 33609

## Electronic Funds Transfer (EFT) Authorization Form for Landlords

COMPANY  
NAME ID: HOFFMAN REALTY, LLC

COMPANY TAX ID  
NUMBER: 59- 3710439

I (we) hereby authorize Hoffman Realty, LLC, hereinafter called COMPANY, to initiate EFT credit entries, and to initiate, if necessary, debit entries and adjustments for any EFT credit entries in error, to my (our) \_\_\_checking \_\_\_savings account (select one) indicated below, hereinafter called DEPOSITORY, per the terms of my (our) Exclusive Rental Management Agreement.

DEPOSITORY NAME: \_\_\_\_\_ BRANCH: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TRANSIT/ABA NO: \_\_\_\_\_

ACCOUNT NO: \_\_\_\_\_

LANDLORD'S TAX ID NUMBER: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. I (we) also hereby warrant to COMPANY that I (we) have full legal authority to authorize EFT transactions to the account listed above, and I (we) acknowledge that the origination of EFT transactions to my (our) DEPOSITORY must comply with the provisions of U.S. law governing such transactions.

NAME(S): \_\_\_\_\_  
(Please print)

DATE: \_\_\_\_\_ SIGNED X: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNED X: \_\_\_\_\_

**Please write "VOID" across one of your checks and return to us with this Authorization Agreement.**

In order for your funds to be directly deposited to your account, this form must be received by our office no later than two weeks prior to your first electronic funds transfer. No exceptions.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# **About the Specific Power of Attorney to Sign Lease.**

Florida Power of Attorney Act requires Hoffman Realty to have a Specific Power of Attorney to place tenants, sign leases and/or manage your property completed as follows:

1. Signed by all the Landlord/Owners
2. Each Landlord/Owners signature requires TWO witnesses
3. The instrument must be acknowledged before a Notary Public.

We know that this very rigorous execution requirement is inconvenient for our Landlords. However, it is the law in Florida and we have no choice but to require it to manage your property. If you live locally and to assist you in completing this instrument, we are happy to schedule an appointment in our office where we can witness and our Notary can acknowledge the instrument for you.

# Specific Power of Attorney to Sign Lease

Landlord(s)/Owner(s), hereinafter Landlord(s), hereby grants Broker or Broker's Agents **MaryAnn Hoffman, Andrew Dougill, Nibea Ortiz or Jeanette Hardy**, who hold current, valid real estate Salespersons or Brokers licenses, hereinafter Agent(s), the specific power of attorney to sign lease(s) and/or lease renewals (unless specifically not authorized by Landlord(s) in writing by certified mail at least 60 days prior to any renewal period) for and in behalf of Landlord(s) and thus bind Landlord(s) to the terms of the lease agreement(s). Landlord(s) agree that they alone own the managed properties and that there are no other undisclosed owners of the properties. Landlord(s) warrant that the Property to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. Landlord(s) agree to indemnify agent(s) in the event that the unit managed is not a legal rental unit or is in violation of any rules, codes, ordinances or laws.

Property Address \_\_\_\_\_

Landlord(s) name per Deed \_\_\_\_\_

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_/\_\_\_\_/\_\_\_\_  
DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_ THE ABOVE SIGNATORIES WHO DID NOT TAKE AN OATH AND ARE \_\_\_\_ PERSONALLY KNOWN TO ME OR \_\_\_\_ PRODUCED THE FOLLOWING FORM OF ID \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

(SEAL HERE)

\_\_\_\_\_  
PRINTED NAME

COMMISSION # \_\_\_\_\_ COMMISSION EXPIRATION DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

