



EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

1. PARTIES: This agreement is between: _____ the owner or legally appointed representative of the owner of the premises, hereafter called LANDLORD and **DOUGLAS REALTY AND DEVELOPMENT, INC** 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 following property:

2. PROPERTY ADDRESS: _____ the property includes the entire premises in full UNLESS LANDLORD specifically excludes any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, and other storage areas and/or rooms in writing.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties, their 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 date of availability and/or construction completion of the premises 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 30 day written notice prior to the next term given by either party to terminate. Termination by LANDLORD is effective when BROKER physically receives notice. In the event LANDLORD terminates this agreement, the BROKER'S rights proved for in paragraph 15 through 18 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. Additionally, BROKER may collect up to one half of the standard fee for any charge if in the event the agreement is terminated by LANDLORD during any promotional period in which such charges were waived or reduced. LANDLORD or BROKER retains the right to terminate this agreement with 30 days written notice at any time. BROKER reserves the right to immediately terminate agreement with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions are illegal, improper, or jeopardizes the safety or welfare of any tenants or other persons; which may include but is not limited to any recording of a Lis Pendens status. BROKER may at its option continue to hold LANDLORD liable for any commissions and/or fees due, or monies owed to BROKER.

4. RENTALS: BROKER will use his/her best efforts to lease or rent with the following terms:

ANY PRO-RATED RENT, FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE CHARGED TO RESIDENT PRIOR TO OCCUPANCY. Security deposit, amount shall be determined by the broker upon receipt and review of an application submitted by prospective tenant(s) and may be based on applicant(s) creditworthiness and market conditions. We reserve the right to require a higher security deposit and/or additional prepaid rent. Last month's rent may or may not be collected at Broker's discretion.

To advertise the premises or any part thereof for rent and to display signs thereon. To sign, renew, extend and/or cancel leases for the LANDLORD or any part thereof.

All parties in writing must agree upon any deviation from these terms. 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.

Rental rates will be the current market rate as determined in the best judgment of BROKER. BROKER agrees to make every effort to collect rents due or to become due, to raise or lower rents as conditions may warrant. 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 and late fees to offset collection efforts extended by BROKER.

5. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay directly and keep payments current for any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees to maintain public liability insurance coverage on the property at all times and shall furnish BROKER with proof of insurance and a copy of the declaration page. **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 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.

ADDITIONAL FEES/CHARGES: Additional fees may be charged to LANDLORD at discretion of BROKER. a. Additional copies for leases, monthly and year end statements, invoices \$2.00, b. Overnight statements and any other additional paperwork LANDLORD requests \$15.00, c. Request for pictures \$25.00, d. Scheduling and meeting appraisers \$25.00, e. Additional inspections \$25.00, f. To request BROKER to fill out tangible personal property return \$25.00, g. Estimates and/or coordinating repairs or remodeling (to be determined by BROKER) for up to 15% of total repair cost.

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/costs 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).

Transfer of liability by developer: If applicable, builder or developer will generally transfer all liability to LANDLORD upon Certificate of Occupancy by email notification in which provides a 48 hours notice to transfer utility services. In this period, LANDLORD must transfer all utilities and BROKER will schedule routine maintenance services on behalf of LANDLORD. BROKER will secure property and complete property condition review as witness to condition but not as certified or technical inspector. BROKER cannot and does not guarantee any specific result(s) nor assume responsibility and/or liability for any defects, vandalism, theft, builder warranties, subcontractor warranties, showings by agents, or representatives of owner and/or unauthorized persons.

7. FUNDS: Any monies collected or received by BROKER will be held in BROKER'S non-interest bearing trust 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. ATTORNEY FEES - LEASE DRAFTING: State Statutes prohibit BROKER from drafting leases, therefore, **LANDLORD will be charged \$35.00** for attorney's fees to prepare each lease. In the event of a lease renewal, there will be a charge to the **LANDLORD of \$25.00** for attorney's fees to prepare the lease renewal. Please note attorney's fees are subject to change without notice and are collected according to such changes. The charges to cover attorney's fee(s) will be collected from first monies received. The attorney may be available to LANDLORD and BROKER at no charge for standard or routine phone consultations in the event of any disputes with the tenant or related issues. Although in depth consultations and service may be subject to collection of additional fees payable by LANDLORD.

9. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: If applicable, the lease shall be subject to the Declaration of Condominium Documents pertaining to the rules and regulations of the Association and Board of Directors there under and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and 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. 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 that BROKER, at discretion of BROKER, may dissolve lease and remove tenant(s) from premises to comply with above referenced rules and regulations of condo and/or homeowner associations.

10. WARRANTIES/KEYS: The LANDLORD shall deliver a copy 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 that none exist. Broker will receive keys/packet/garage remotes (if applicable) from the builder at the builder's discretion or at the owner's discretion. Broker can make the determination to make additional keys, at the expense of LANDLORD, should the builder or LANDLORD not supply a sufficient amount as required by the BROKER.

11. LEASING and MANAGEMENT: BROKER is given the Exclusive Right to screen and approve or deny prospective tenant(s), to deliver, on LANDLORD'S behalf, any default notices to tenant(s) as deemed necessary by BROKER. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and attorney 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.

BROKER OR BROKER'S AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASES AND LEASE RENEWALS ON BEHALF OF LANDLORD.

12. PROPERTY DAMAGE/MISSING ITEMS: BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances during vacancy or occupancy, including but not limited to theft, vandalism or negligence of tenant(s) or their guests. 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.

14. BROKER'S AUTHORITY: BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to collect all rents and other funds that may be due to LANDLORD and to efficiently manage the property.

15. REPAIRS: BROKER is given the right to spend in the amount, **not to exceed \$500.00 for any one repair**, in any one month 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. BROKER shall retain any discount from vendor or service provider if in the event it is negotiated and/or received from invoice(s). In case of emergency, i.e. air conditioning, heat, refrigerator, range, septic system, well equipment, or plumbing or any other repair the BROKER deems an emergency, BROKER will exercise his/her right in determining and/or necessary his/her sole judgment for the safety of the tenant(s) or the welfare of the property. BROKER has the authority to institute repairs, even if over the aforementioned limit.

16. MANAGEMENT FEES: BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

LONG TERM RENTALS: BROKER agrees to lease the premises for a minimum of six months and one day.

OCCUPANCY: LANDLORD agrees that BROKER shall receive a management fee to be 10% of all collected rental payments as the agreed BROKER fee.

LEASE RENEWALS: LANDLORD agrees that BROKER shall receive a management fee to be 10% of all collected rental payments as agreed BROKER fee.

VACANCY: LANDLORD agrees a management fee of \$35.00 per month may be charged at discretion of BROKER during vacancy period to coordinate maintenance service and periodic property review if property is withheld from rental market for any reason. BROKER may provide at request of LANDLORD, an in depth property review and comprehensive report for an additional fee of \$49.00 per request.

17. ACQUISITION FEES: BROKER shall receive a fee equal to the first full monthly rent amount for securing any new resident to occupy the property.

This fee is mandatory as it allows the minimal monthly management fee of 10% and covers a wide variety of services such as but may not necessarily be limited to; fully computerized accounting system, coordinating routine maintenance and repairs, conduct periodic review of property, rent collections, funds distribution, eviction assistance, property marketing, property showings, providing monthly income statements, and preparation of end-of-the-year tax documents.

RENEWAL FEES: BROKER shall receive fifty percent of first full month rent collected for each tenancy extended from any and all subsequent lease renewals.

LANDLORD agrees to pay BROKER according to the above schedule as set forth in paragraph 16 & 17 if the property is vacant and withheld from rental market and/or during the tenant(s) continued occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

18. PROCEEDS: BROKER shall send LANDLORD the proceeds collected from the rental of property excluding rental commission, fees and any costs and expenses provided for in this agreement. **All funds are disbursed upon clearance of BROKER'S bank account, per state statutes, approximately the 15th day of each month provided a timely payment**

has been received from tenant. To expedite this process, LANDLORD may permit BROKER to directly deposit funds in to bank account of choice by LANDLORD with completion of separate ACH Form (not attached to this document). In the event a prospective tenant places a good faith or holding deposit with BROKER and fails to take possession after approval, said deposit or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective tenant(s) in full or part upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same.

IN THE EVENT OF A SALE OR EXCHANGE OF PREMISES IS AFFECTED TO A TENANT, OR ANYONE ACTING ON THE TENANT'S BEHALF, LANDLORD AGREES A COMMISSION SHALL BE PAID TO BROKER UPON CLOSING OF THE TRANSACTION:

BROKER shall receive a sales commission of 3% (three percent) of the gross purchase price should BROKER individually represent LANDLORD or tenant(s) in such transaction.

BROKER shall receive a sales commission of 6% (six percent) of the gross purchase price should BROKER represent both parties, the LANDLORD and the tenant(s) in such transaction.

19. NOTICES: In the event any notice is required per this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

20. ELECTRONIC AND FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC or FACSIMILE, AND SUCH ELECTRONIC or FACSIMILES SHALL BE BINDING AS IF ORIGINAL.

IMPORTANT NOTICES

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, please do not request or expect BROKER 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 any such restrictions and will not be tolerated by BROKER.

Due to privacy 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.

Please sign and date below

LANDLORD

LANDLORD

AGENT FOR BROKER

Owner Information

Owner's name: _____

Owner's mailing address: _____

City: _____ State: _____ Zip: _____

Phone # (home): _____ (work): _____

Cell #: _____ Fax: _____

Email: _____

Date of Birth: _____ (used to establish utility services)

Social Security or Tax Id: _____ (used to establish utility services)

Rent Disbursement

- Directly Deposit funds in to Owner's account (must complete ACH form & provide a voided check)
- Send funds to Owner at Owner's address provided above
- Send funds to optional address to be provided below

Mailing address: _____

City: _____ State: _____ Zip: _____

- Mail rent proceeds to the following bank for deposit

Name of bank: _____

Bank address: _____

City: _____ State: _____ Zip: _____

Account #: _____ (must provide deposit slips)

Insurance

Company: _____ Agent: _____

Address: _____ - _____

Policy #: _____ Amount of insurance: _____

Pet Acceptance

Does your insurance policy allow dogs on the premises? ____ Yes ____ NO

If so, do you agree to allow pets on the premises? ____ Yes ____ NO

*Douglas Realty is a pet friendly organization and does not recommend discriminating against residents with pets, as it may increase the period of vacancy by limiting the volume of Prospective tenants with interest in the property.

ADDENDUM TO PROPERTY MANAGEMENT CONTRACT

Douglas Realty and Development, Inc will maintain your investment property while it is vacant and listed for lease and/or sale. There may be a monthly management fee charged for maintaining your vacant property per your management agreement.

Douglas Realty & Development, Inc requires a \$300.00 minimum reserve provided by landlord to fund maintenance expenses that may be incurred at the rental property for general repairs and routine maintenance.

As a courtesy, utility and maintenance services may be coordinated on your behalf, when and where lawful and permissible, at an additional cost charged to landlord by the private utility providers and maintenance vendors. Douglas Realty & Development, Inc does not guarantee specific results by service providers or subcontractors and landlord agrees to indemnify Douglas Realty & Development, Inc. from any damage or loss sustained in dealing with such service providers or subcontractors. In the event utility services are established on behalf of landlord, invoicing for services will be sent directly to landlord for payment to service provider. It is suggested to that a current payment status be maintained with power provider during a time of vacancy to avoid potential cancellation by provider, as a lack of service may result in the possibility of mildew development and/or mold growth due to natural weather conditions.

MAINTENANCE SERVICES MAY NOT BEGIN UNTIL THE \$300 RESERVE PAYMENT IS RECEIVED.

Landlord will receive monthly statements accounting for all funds and documenting maintenance services provided. Funds replenishment is to occur at the time in which account balance reaches the \$300.00 minimum and may be funded by owner contributions or rental proceeds. Maintenance services may remain active provided timely payments are received from landlord however they may be terminated without notice should the account balance drop below the reserve account minimum. Any uncollected charges may be subject to collection and/or a lien placed against property by service provider

Property will be reviewed and condition witnessed at time of turnover from the landlord or builder provided this addendum has been executed. However **Douglas Realty & Development, Inc** assumes no liability for damage, defects, thefts, vandalism, or person(s) entering the premises anytime during said management.

Douglas Realty & Development, Inc must receive the signed management contract, addendums, and \$300.00 reserve fee prior to providing any and all of the aforementioned services.

Please sign below in acknowledgement and agreement to this addendum.

LANDLORD

LANDLORD

DATE