**EXCLUSIVE ANNUAL RENTAL MANAGEMENT AGREEMENT**

**1. PARTIES:** This agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the owner or legally appointed representative of the premises, hereafter called LANDLORD and SECURE DOOR PROPERTY MANAGEMENT INC hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, and manage the following property:

**2.ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unfurnished / Furnished (circle / delete as appropriate)

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.

**3. TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, LANDLORD agrees to notify Buyer of this Agreement as Buyer will be bound to this agreement. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below until the anniversary date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will be in effect for one year and will automatically renew for successive one year periods at the anniversary 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 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 violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT(S) or other persons, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, fines or any other financial obligations related to the premises if the TENANT(S) remains in the property after such termination by BROKER. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposits held on behalf of the TENANT. LANDLORD understands and agrees that money held on behalf of a TENANT may not be removed from the State of Florida and must be held in a Florida banking institution.

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

PRORATED RENT, FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY.

Any deviation from these terms must be agreed upon by all parties in writing. 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(S) for any reason.

Unless otherwise modified in writing, Rental Rates will be the current market rate as determined by the BROKER but no less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ base rent per month.

All Late charges or fees owed by any TENANT(S) shall be collected at the discretion of the BROKER and BROKER shall retain all late fees and/or additional fee.

**5. INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, assessments, and other charges. LANDLORD agrees that they shall always maintain public liability insurance coverage on the property in an amount not less than $100,000.00 per person and $300,000.00 per occurrence 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 unless due to BROKERS negligence. LANDLORD agrees to indemnify BROKER for any damages suffered because of any lapse in or failure by LANDLORD to maintain insurance coverage. LANDLORD affirms that pets ARE NOT covered by the LANDLORD'S liability insurance. If TENANT is required to purchase "Renters Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage and "Renters Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORDS property.

**6. UTILITIES:** If allowed by law and unless otherwise agreed to by the parties, TENANT(S) are permitted to have telephone service, cable and internet and must have electric service, water service and any other required utilities in their own name and at their own expense. 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 BROKER 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. Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly. 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). TENANT(S) is responsible for water treatment and pool care unless otherwise stated.

**7. FUNDS:** Any monies collected or received by BROKER will be held in BROKER's escrow account(s). All monthly rent checks will be disbursed by the 10th of each month and shall be paid by ACH Bank Transfer.

**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 an administrative charge to the LANDLORD of $70.00 for attorney's fees for preparation of the lease and $70.00 for attorney's fees for preparation of a lease renewal. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be Heist, Weisse, Davis & Wolk, P.A., 17264 San Carlos Blvd # 307, Fort Myers Beach 1- 800-253-8428. The charges to cover these attorney's fee(s) will be collected from the first monies received from your rental income. The attorney will be available to you and us at no charge for phone consultations in the event of disputes with the TENANT(S) or related issues and will provide a reduced-price eviction if attorney files evictions in the county where the property is located. Tenants will pay $70.00 Lease prep fee.

**9.CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and 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 fees, liens, deposits, 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) fails 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.

**10. FURNISHINGS/WARRANTIES:** LANDLORD is to deliver copies to BROKER any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. LANDLORD will provide 3 full sets of keys plus two (2) mail keys to the BROKER (if applicable).**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. BROKER does not practice law. Costs and Attorney's Fees to evict TENANT(S) or otherwise will be paid by LANDLORD in advance and when due 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, 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) we assume zero liability for any litigation in relation to the rental.

**12. TENANT'S SECURITY DEPOSIT, DAMAGES or MISSING ITEMS:** BROKER is not responsible for damages to the premises under any circumstance or for 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. In the event TENANT(S) damage the premises or owe any monies to the LANDLORD, BROKER is given the EXCLUSIVE authority to determine in its professional judgment the amounts due, charge the TENANT(S) accordingly as per FS 83.49 and/or settle with the TENANT(S). 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. LANDLORD understand and agrees that the Security Deposit belongs in full to the TENANT(S) unless a claim is made upon the Security Deposit AND BROKER is hereby granted to the sole authority to make claims as BROKER deems appropriate. If a Claim is made BROKER collects a fee of $100.00 to process Security Claim Letters, this fee is initially charged to the tenant at lease signing and will be returned to the tenant if a claim is not processed.

**13. HURRICANES, TROPICAL STORMS, and 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 conduct a background check on the TENANT(S), 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.

**15. REPAIRS:** BROKER is given the right to spend at BROKER'S discretion and without the necessity of permission by OR notification to the 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. In case of emergency, i.e. air conditioning, heat, refrigerator, range, plumbing, roof, windows, electrical, well 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.

To maintain the Repair Account, LANDLORD will provide broker with $500.00 and if this account falls below this amount, broker shall replenish it from the rents received. In the event repairs are made and funds are not sufficient, BROKER shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to LANDLORD. LANDLORD may elect to complete the credit card authorization form in lieu of sending a check with their signed agreement.

LANDLORD agrees that in the event repairs are necessary, LANDLORD will be charged maintenance coordination service fee of 15% if the total repairs range between $1.00 and $499.00, 12% if the total repairs are between $500.00 and $999 .00 and 10% if the total repairs are $1,000.00 and above. The minimum fee shall be $5.00 and will not exceed $350.00 to cover arranging for, coordinating, and inspecting and photographing 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 decides with the third party directly. LANDLORD agrees that they shall pay third party directly and shall indemnify and hold BROKER harmless for payment of same

**16. MANAGEMENT FEES, OTHER FEES AND COMMISSIONS:** BROKER shall be entitled to all fees and/or a rental commission from all rent monies collected from the TENANT. If tenants Prepays entire rent for 3 months or more, Broker shall retain all management fees plus tenant placement fee and return rest of the proceeds to owner. Security Deposit will be held until the end of the lease. The $500 Repair Fund will be held from initial prepaid funds if a Paid in Full policy occurs. LONG TERM RENTALS: In the event there is a long-term lease entered (6 months or longer), commission will be 9.9% of rents received. If the tenant remains for any additional terms or time periods after the initial term, the commission shall be 9.9% of rents received.

**MANAGEMENT/LEASING FEES:** Initial placement fee of 75% month's rent.

**17. LANDLORD** agrees to pay BROKER a LEASE RENEWAL FEE of 75% month's rent collected at time of lease renewal, each time the lease agreement is renewed with the same TENANT or TENANTS, or the lease is assigned by TENANT or TENANTS with LANDLORDS permission.

**18. 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 (funds are disbursed by the 10th of each month. 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. To minimize legal disputes and liability to both the LANDLORD and the BROKER, BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND THE BROKER.

IN THE EVENT A SALE OR EXCHANGE OF PREMISES IS AFFECTED TO A TENANT, OR ANYONE ACTING ON THE TENANT'S BEHALF, A COMMISON OF 6% (SIX PERCENT) OF THE GROSS SALE PRICE WILL BE PAID TO THE COMPANY UPON THE CLOSE OF THE TRANSACTION.

**19. ENVIRONMENTAL HAZARDS and INJURIES SUFFERED BY TENANT(S):** TENANT(S) are increasingly suing property OWNERS 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. OWNER affirms no such hazards are known by OWNER to be present on the premises currently. OWNER 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'S 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. COLLECTIONS and SMALL CLAIMS COURT CASES:** BROKER is not an attorney or licensed debt collector and shall not engage in any collection activity including but not limited to Small Claims Court cases or placing the account with a collection agency for LANDLORD, for monies that may be owed by TENANT after TENANT vacates or for checks or money orders from TENANT that may be returned NSF, Closed Account or Stop Payment. LANDLORD may hire a collection agency or attorney of their choosing.

**22. 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.

**23. FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS:** In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that BROKER shall comply with any court order and/or at BROKERS discretion disburse rent monies to the requesting party based on advice of BROKER'S legal counsel. If any of the aforementioned occurs, LANDLORD gives BROKER the full right and authority to disburse the security deposit or advance rent held by BROKER to any party including the TENANT even if the TENANT is still residing on the premises or owes rent.

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

**E-SIGN SIGNATURES:** THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY E-SIGN AND SUCH E-SIGNATURES SHALL BE BINDING AS IF ORIGINALS

***IF OWNER DECIDES TO HAVE SECURE DOOR PROPERTY MANAGEMENT JUST RENT PROPERTY AND TURN IT OVER TO OWNERS THE FEE WILL BE ONE (1) MONTHS RENT.***

\*\*\*IMPORTANT NOTICE \*\*\*

***IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWSAND ANY STATE OR LOCAL LAWS OR ORDINANCES, the BROKER will not, under any circumstances permit any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin or familial status. FEDERAL, STATE AND LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or discriminating in any way.***

I/We have read and agree to all terms, conditions and policies set forth in this Agreement.

EXECUTED this \_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

BROKER / AGENT SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LANDLORD SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_