**SHORT TERM RENTAL CONTRACT AND PROPERTY MANAGEMENT**

This Short-Term Rental Contract and Property Management Agreement is made between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(OWNER)

And SECURE DOOR PROPERTY MANAGEMENT, (AGENT). This property contract and maintenance agreement gives AUTHORITY TO RENT AND MANAGE THE PROPERTY DETAILED BELOW.

The OWNER HEREBY GIVES RIGHT TO THE AGENT TO RENT AND MANAGE THE REAL AND PERSONAL PROPERTY AS DESCRIBED:

LEGAL DESCRIPTION OF PROPERTY: PARCEL# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATE \_\_FL\_\_\_\_\_ ZIP CODE: \_\_\_\_\_\_\_\_\_

 STARTING

On the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_ (year)

AND ENDING AT 11:59 PM

 On the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_\_\_ (year)

The OWNER, through his/her signature hereby certifies that he/she has the legal capacity and authority to LEASE the property, authorize improvements and maintenance to be performed and enter legally into this Rental Contract and Property Management Agreement.

SEASONAL RENTAL RATE From \_\_\_\_\_ to \_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_ Minimum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Maximum

OFF SEASON RENTAL RATE From \_\_\_\_\_ to \_\_\_\_\_

$\_\_\_\_\_\_\_\_\_\_\_\_Minimum $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Maximum

PERSONAL PROPERTY – INCLUDING APPLIANCES – FULLY FURNISHED unless otherwise specified in an attached addendum. PROPERTY TYPE: \_\_\_\_\_\_\_\_\_\_\_\_\_

**SECURE DOOR – PROPERTY MANAGEMENT OBLIGATIONS AND AUTHORITY:** SECURE DOOR - PROPERTY MANAGEMENT will use due diligence and care to LEASE, MANAGE and OPERATE in accordance with this agreement.

**TENANT MATTERS:** The OWNER authorizes SECURE DOOR PROPERTY MANAGEMENT to; Secure tenant for the property; enter into a lease/contract to lease on OWNER(s) behalf; manage tenant relations including lease preparation and when necessary negotiation; collecting; holding and disbursing rents and other funds due or become due to the property OWNER(s).

**ADVERTISING:** The property will be advertised with the Multiple Listing Service, SECURE DOOR PROPERTY MANAGEMENT web site, Trulia, Hot Pad, Zillow, and/or other media marketing services.

**CHECK IN:** Instruct incoming Tenant to the specifics of the property.

**CHECK OUT:** Inspect the property to ensure there is no obvious/visible damage to the property due to tenant’s negligence. If owner(s) request’s inventory account after tenant check out, and additional fee will be billed at the owner(s) expense of $200.00 per inventory account. SECURE DOOR PROPERTY MANAGEMENT, LLC will not be held RESPONSIBLE for damages, electric bills, etc. if the tenants security deposit does not cover all expenses.

**OWNERS COMPENSATION:** Owner(s) will receive rental proceeds within thirty (30) days of tenant’s occupancy. All funds prepaid or collected from the tenant to SECURE DOOR – Property Management will not be dispersed until the actual term of the rental begins. Payments will be dispersed in thirty (30) day intervals between the 12th and the 15th of the month, when the property is occupied. It is required that all Owners complete annually a W-9 – Department of Treasury Internal Service; Request for Taxpayer Identification Number and Certification Form to collect any rental proceeds.

**CANCELLATION PRORATIONS:** In the event a tenant cancels the reservation, terminates or vacates the property and there is forfeiture of a deposit and/or rental proceeds that have been collected from; and paid in full by the tenant; SECURE DOOR PROPERTY MANAGEMENT will compensate the Owner Fifty percent (50%) of monies remaining, less expenses. SECURE DOOR PROPERTY MANAGEMENT will retain Fifty percent (50%) of the remaining deposits and/or rental proceeds.

**SALES TAX COLLECTION:** Will be collected from the current tenant as required by the Florida Department of Revenue. Florida Sales Tax of Six Percent (6%) and the County

Tourisms Tax of Six percent (6%), totaling 12 percent (12%) Tax collection will be charged to Tenants occupying the property. All sales tax will be paid in accordance with Florida Laws.

A**CCOUNTING:** Owner will receive an itemized monthly accounting statement of all rental income collected, property maintenance expenses, property management fees and commissions due.

**SECURE DOOR PROPERTY MANAGEMENT AT ITS SOLE DISCREATION CAN REMOVE A TENANT FROM THE PREMISES WHEN DEEMED NECESSARY WITHOUT THE CONSENT OR APPROVAL OF THE OWNER.** The owner will be compensated a portion of the rents collected for the length of time the tenant occupied the dwelling, less any expenses, management fees, and commission due SECURE DOOR PROPERTY MANAGEMENT.

**OWNERS OBLIGATIONS:** In consideration of the obligations of SECURE DOOR REALTY PROPERTY MANAGEMENT, the owner(s) agrees:

**To cooperate with SECURE DOOR PROPERTY MANAGEMENT in carrying out the obligations of the Rental Contract and Property Management Agreement.**

1. Provide a complete turnkey property ready to occupy in accordance with the inventory check list attached to the Rental Agreement.

2. Provide SECURE DOOR PROPERTY MANAGEMENT with a specified number of keys to the property: \_\_\_\_\_\_\_ Keys \_\_\_\_\_\_\_ Garage Remotes Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER WILL PROVIDE BASIC CABLE AND INTERNET SERVICE during time property is rented.

3. Owners will pay the electric, cable and water bill each month for all rentals 4 months or less. For rentals more than 4 months, the tenants shall pay the bills to the owner for these utilities. Secure Door Property Management will be responsible to present the bill to the tenant and collect the payment on behalf of the owner and pass to the owner, where applicable.

4. To carry at OWNERS expense INSURANCE AS FOLLOWS:

 a. Perils of Fire, Lighting, Wind, Nail, Explosion, Smoke, Riot, Aircraft, Vehicle, and Vandalism. Separate Liability for Personal Injury and Property Damage.

 b. Current copy of Insurance Policy and Agency must be supplied to Secure Door Property Management and is to be kept on file.

5. Inform SECURE DOOR PROPERTY MANAGEMENT BEFORE listing the property for sale, conveying (selling) or leasing (renting) the property.

6. Owner(s) agree to maintain the exterior and interior of the rental property; including the pool/patio deck, and dock area as needed. Including annual pest control.

7. Vacancy Cleaning: When a property has remained vacant for forty-five (45) consecutive days, and prior to the next incoming tenant, the property will require a “fluff clean” at the Owner(s) expense. SECURE DOOR PROPERTY MANAGEMENT will have the interior professionally cleaned after the current tenant vacates the property, this charge will be paid by the vacating tenant.

8. Owner(s) will be required to maintain a Three Hundred Fifty Dollar ($350) credit in the Owner(s) operating account for regular maintenance, unforeseen repairs and small purchases deemed necessary by SECURE DOOR PROPERTY MANAGEMENT to either replace a household item or purchase a needed item. The Owner(s) funds will be held at: BANK OZK, 1950 TAMIAMI TRAIL, PORT CHARLOTTE, FL 33948 In a non-interest-bearing account.

9. Owner(s) will be required to maintain lawn care and pool care when needed. Owner will also provide basic cable and internet service on said property, during the time it is rented. Electric bill will remain in owner’s name and SECURE DOOR PROPERTY MANAGEMENT will collect from tenant.

**SECURE DOOR PROPERTY MANAGEMENT** will consult with the Owner(s) and obtain written approval whenever purchased items or services exceed Three Hundred Fifty Dollars ($350.00). Exempt from this regulation are emergency repairs in which SECURE DOOR PROPERTY MANAGEMENT’S opinion is necessary to provide by law or lease, to avoid penalties or fines to be imposed by governmental representatives.

**Owner(s) authorize SECURE DOOR PROPERTY MANAGEMENT to perform the following functions:**

Maintain and repair the interior and exterior of the property and the landscaping. This includes purchasing supplies, supervising repairs, and maintenance work in and around the property.

To pay amounts billed by SECURE DOOR PROPERTY MANAGEMENT for AUTHORIZED and/or NECESSARY EMERGENCY REPAIRS within seven (7) days of receipt of written notice of the expenditures presented to the Owner(s) via mail, fax or emailed by SECURE DOOR PROPERTY MANAGEMENT. If the Owner(s) fail to reimburse SECURE DOOR PROPERTY MANAGEMENT, as per agreement, the Owner(s) authorize SECURE DOOR PROPERTY MANAGEMENT to be reimbursed out of rents collected where applicable.

To hold harmless and indemnify SECURE DOOR PROPERTY MANAGEMENT officers, directors, representatives and employees from claims, demands, causes of action, costs and expenses, including reasonable attorney’s fees at all levels, and from liability to any person, to the extent based on (1) Owner(s) misstatements, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with the vendor. (2) The existence of undisclosed material facts about the property.

**COMPENSATION:** The Owner(s) agree to compensate SECURE DOOR PROPERTY MANAGEMENT AS FOLLOWS, PLUS ANY APPLICABLE TAXES ON THE SERVICES OF WITH MEDWAY – PROPERTY MANAGEMENT:

**FOR SECURING SHORT TERM (6 MONTHS OR LESS) TENANT: \_\_\_\_**Percent of rental amount.

**FOR SECURING LONG TERM (6 MONTHS OR MORE) TENANT:** If Broker secures a tenant for 6 months or more then this will be considered a long-term tenant and commission will be \_\_\_\_ Perfect of rental for management each month thereafter.

**OWNER SECURED RENTAL(S):** That have been arranged by the Owner(s) will be required to pay SECURE DOOR PROPERTY MANAGEMENT a FLAT FEE of $300.00 per month for any Rentals that occur from January 1st – March 31st. Payable only if SECURE DOOR PROPERTY MANAGEMENT has secured a tenant and the Owner(s) opts to rent privately or occupy themselves:

Owner(s) agree and understand that all maintenance coordination with exception to the above services will be assessed a coordination management fee of:

 a. $0.00 - $499.00 – 12%

 b. $500 - $999.00 – 10%

 c. Over $1,000 – 8% with a cap of $500.00

**LEGAL DISPUTES: In the event of any litigation between the OWNER and the AGENT, the prevailing party shall be entitled to and award of all reasonable attorney’s fees and cost and venue for all litigations shall be in the county where the property is located or where the AGENT is located.**

**Either party may terminate the agreement by giving sixty (60) calendar days written notice to the other party by Certified United States Postal Service or Facsimile with signature of acknowledgement from both parties: OWNER**

**The term shall begin on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_ and will be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate the TENANT(S) placed on the property by BROKER shall remain in the unit. 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.**

**Short Term Rental Agreement has attached Addendum or additional clauses \_\_\_ Yes \_\_\_ No**

**Owners Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Owners Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Corporation, LLC, Partnership, Trust Owner Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Secure Door Property Management Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**