

# EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

**PARTIES:** This agreement between \_\_\_\_\_, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **Village Realty of Winter Haven, 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. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises are not currently for sale and agree to sign a Solvency Statement. 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. The Property Information Sheet is attached to and made part of this agreement.

UNIT WAS BUILT PRIOR TO 1978 \_\_\_\_\_ YES \_\_\_\_\_ NO

PROPERTY ADDRESS \_\_\_\_\_

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

**EXCLUDED AMENITIES:** Any appliances, hot tubs, grills or amenities that the landlord shall not be responsible for maintaining must be disclosed to broker by landlord in writing.

**TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, 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, BROKER agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. 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) \_\_\_\_\_ sixty (60) day written notice prior to the next term given by either party to terminate.

**TERMINATION BY LANDLORD:** Termination is effective when actually physically received by BROKER BY CERTIFIED MAIL. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the TENANT(S) placed on the property by BROKER shall remain in the unit. In the event this agreement is terminated by LANDLORD, the BROKER's rights provided for in this agreement 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. An additional cancellation fee of \$150.00 will be charged to LANDLORD should LANDLORD terminate this agreement for any reason. In the event that BROKER has not procured a TENANT within 90 days of the property being fully available for rent, LANDLORD may terminate this Agreement with no penalty.

**TERMINATION BY BROKER:** 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, interfere with this management agreement, code violations occur on the property, a foreclosure action is

filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, fees, bills, fines or any other financial obligations related to the premises or the BROKER. BROKER may at its option continue to hold LANDLORD liable for any commissions due, fees due or monies owed BROKER 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.

**DEPOSITS:** According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding BROKER harmless for LANDLORD's failing to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.

**RENT AMOUNT:** BROKER will use his best efforts to lease or rent with the following terms: Last months rent maybe collected at Brokers discretion. The amount of security deposit will be determined by Broker .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. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.

Rental Rates will be the current market rate as determined in the sole judgment of BROKER.

**INSURANCE/FEES/TAXES/CHARGES:** LANDLORD shall pay direct any condominium/hoa maintenance fees, taxes, insurance, mortgages, assessments and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times 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 MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. 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 as a result of any lapse in or failure by LANDLORD to maintain insurance coverage. If TENANT is required to purchase "Renters Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to BROKER 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. If the LANDLORD requires the TENANT to purchase renter insurance, LANDLORD must direct BROKER in writing PRIOR to the lease signing and must specify what type of Renter's Insurance is required. LANDLORD agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.

**DOGS:** LANDLORD affirms that dogs \_\_\_\_ARE \_\_\_\_ ARE NOT covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.

**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/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). At the request of BROKER, LANDLORD may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.

**FUNDS:** Any monies collected or received by BROKER will be held in BROKER's bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services. BROKER shall remit payments to LANDLORD only after funds paid by TENANT have completely cleared BROKER'S bank account. This is usually 15 days after funds are deposited.

**ATTORNEYS FEES - LEASE DRAFTING:** If an attorney is employed to draft a lease, there will be an administrative charge to the LANDLORD for attorney's fees for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be Heist, Weisse, Davis and Wolk,, PA. The charges to cover these attorney's fee(s) and administrative charge will be collected from the first monies received if BROKER does not currently have the funds from LANDLORD to pay this. The lease cost is usually \$35.00. The attorney will be available to BROKER and LANDLORD at no charge for phone and email consultations in the event of disputes with the TENANT(S) or related issues and will provide a reduced price eviction if attorney files an eviction for LANDLORD.

**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 thereunder 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 imposed by the HOA or Condo Association. BROKER will make its best efforts to legally force TENANT to comply with the Rules and Regulations.

If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.

**FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$75.00 per hour to provide same. (This fee is subject to change with notification by first class mail). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also 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 \_\_\_\_\_ full sets of keys, two \_\_\_\_\_ mail keys and at least one gate opener or garage door opener if applicable to the BROKER. In unfurnished units, LANDLORD will provide basic window treatments and their hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense.

**LANDSCAPING:** Even if TENANT is responsible in the lease agreement for landscaping, LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping service and holds BROKER harmless for the TENANT'S failure to properly maintain the landscaping.

**REKEYING:** BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at LANDLORD' expense.

**LOCK BOXES:** BROKER may utilize a lock box or check out keys to access the premises. Lockboxes are used to allow easy fast access to show the premises to a prospective TENANT. If a lockbox or key check out is authorized, LANDLORD shall hold BROKER harmless for any claims, vandalism or theft arising out of the lockbox or key misuse by a criminal.

**VACANT UNITS:** Vacant units are increasingly subject to vandalism, squatters, theft and damage to air conditioning compressors. BROKER does random checks on vacant property with no scheduled frequency. If frequent checking is requested, this must be negotiated separately between BROKER and LANDLORD and there may be additional charges. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance does not cover vacant properties and should consult their insurance agent.

**LEASE SIGNING:** BROKER or BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASE(S) and a specific "Authorization to Property Manager" are attached.

**REPORTS:** Due to laws which 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).

**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 Florida Statutes 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. LANDLORD shall not interfere with this process and shall accept BROKERS claim if any on the Security Deposit.

**LANDLORD HELD DEPOSIT:** If LANDLORD is holding the deposit, BROKER shall have no responsibility for making any claims on the deposits and LANDLORD shall be responsible for complying with Florida Statutes 83.49, the procedures, forms and time limits imposed. BROKER shall provide LANDLORD with a copy of Florida Statutes 83.49 upon request or LANDLORD may obtain a full copy of the Landlord/Tenant law for free by going to [www.evict.com](http://www.evict.com)

**POOLS:** LANDLORD shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORD'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service or pool service at LANDLORD'S choosing to avoid damage to the pool. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage as the cost to raise it is minimal.

**HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD:** BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes, unless agreed to in writing between BROKER and LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.

**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 screen and approve or disapprove prospective 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. If an applicant does not meet BROKER's rental criteria and BROKER feels that LANDLORD may wish to override BROKER'S judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that BROKER supplies LANDLORD. BROKER is given the Exclusive Right 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 eviction attorney to perform the eviction. BROKER does not practice law. Costs and Attorneys 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 and agrees to remit same to BROKER. BROKER is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

**ADVERTISING:** BROKER uses many methods to advertise the property for rent and LANDLORD gives BROKER the authority to use all legal means of advertising at the choosing of BROKER at BROKER'S expense. In the event special advertising is desired by LANDLORD or necessary in the opinion of BROKER, LANDLORD may be presented with additional forms and means of advertising and if LANDLORD chooses, these methods can be used at LANDLORD'S expense. BROKER is not under any obligation to advertise the specific property being managed but may choose to do so.

**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, LANDLORD shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD. After the TENANT vacates and funds become available for use from the TENANT'S security deposit, BROKER is given the right to spend up to the full amount of the monies claimed from the TENANT'S security deposit PLUS the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing 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. Handy Andy Handyman Service is employed by Village Realty to do repairs for Landlords. J. David Collins hereby DISCLOSES THAT HANDY ANDY HANDYMAN SERVICES IS OWNED BY J. DAVID COLLINS. Landlords are advised that if they desire that Handy Andy not be used for repairs on their property, they may direct that choice by send notice to Village Realty. If LANDLORD elects not to have Handy Andy do repairs, LANDLORD must notify Village Realty by letter who should be called to do repairs when needed.

**REPAIR ACCOUNT:** In order to maintain the Repair Account, LANDLORD will provide broker with \$\_\_\_\_\_ and if this account falls below this amount, broker may replenish it from the rents held or 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. 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 makes arrangements 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 or for said vendors failure to abide by state, local or federal law or in the event of pre-1978 properties, the failure of such vendor to not be certified under the Federal RRP Rules. At BROKER'S option, if there are not sufficient funds to make a repair, BROKER can require payment by LANDLORD prior to making the repairs and shall hold BROKER harmless for any delay or failure to make a repair if the funds are not available.

**MANAGEMENT FEES, OTHER FEES AND COMMISSIONS:** BROKER shall be entitled to a commission from all rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, application fees, nonrefundable pet fees minus any pet damages and late fees/charges. All 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, fees and late fees even though they may be defined as "additional rent" in the lease agreement which allows these sums to be placed on a Three Day Notice.

All fees or commissions are due to the BROKER whether BROKER procures TENANT or LANDLORD procures tenant unless otherwise agreed to in writing. If there are accumulated late charges at the end of the tenancy, BROKER may at its discretion retain these funds from the security deposit, first applying security deposit funds to damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit and retaining same.

**LEASING FEE:** LANDLORD agrees to pay BROKER a one time TENANT leasing fee of one half months rent upon each new and existing lease agreement and TENANT taking possession for account set up, marketing, processing, signage and other fees.

**SALE OF PROPERTY:** If property is sold to a tenant, Owner will pay a real estate fee equal to 6 % of the sales price to Village Realty.

**MANAGEMENT COMMISSION:** BROKER shall be entitled to a commission of \_\_\_\_\_% of rents or money paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due. Commission will be increased if any foreclosure proceedings begin.

**LEASE RENEWAL FEE:** LANDLORD agrees to pay BROKER a LEASE RENEWAL FEE of \$100.00 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.

**ADDITIONAL BROKER FEES:** Broker is happy to perform additional services, which are not part of our normal management service, if time permits. Additional fees are charged on an hourly basis for:

1. Meeting appraisers or insurance adjusters.
2. Obtaining estimates for repairs.
3. Taking photos for insurance or appraisals.
4. Meeting sheriff for evictions.
5. Preparing evictions documents and delivering documents.
6. Delivering late notices.
7. Hourly fees and mileage fee for attending eviction court hearings.
8. Inspection or supervision of repairs by vendors other than our Handy Man.
9. Pick up and delivery of materials for vendors.

**PROCEEDS:** BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement when monies have cleared the BROKER's bank (usually 15 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks). In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit shall be retained by BROKER. In order 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. BROKER may send LANDLORD proceeds by check, direct deposit or ACH and also may send all statements by email to LANDLORD. LANDLORD shall provide BROKER with all necessary information for ACH deposits. If BROKER has sent proceeds to LANDLORD and the TENANT'S payment is not honored, LANDLORD shall immediately refund such payment to BROKER upon demand.

**NOTICES:** Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified return receipt requested to BROKERS address, and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances BROKER may request communication by email, mail or fax and if so, such communication shall be binding and legally sufficient.

**ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS:** TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to mold, defective drywall, 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 at this time. 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' actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD and BROKER from claims made by the TENANT. Such inspection will not be performed unless the LANDLORD is notified first and authorizes the inspection.

**PRE-1978 PROPERTIES:** Federal EPA rules require BROKER to provide the TENANT with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws beginning in 2011 require almost all workers on pre 1978 home to be certified under the Renovation Repair and Paint Rules. (RRP) Please do not use any friends, vendors, handymen ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

**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 and continuing to hold LANDLORD liable for all commissions due.

**COLLECTIONS and SMALL CLAIMS COURT CASES:** BROKER is not an attorney or licensed debt collector and shall not shall not be required to 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 prosecuting 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.

**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 BROKER's office is located. This county is currently Polk County, Florida and can change. Both LANDLORD and BROKER waive any rights that they may have to a jury trial.

**TRANSFER OF CONTRACT:** This agreement is made with Village Realty of Winter Haven, Inc. and maybe transferred to new owners of the corporation, in the event that Village Realty is sold.

**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. If BROKER continues to manage the property and 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 to pay an increased management fee.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING

**\*\*\*IMPORTANT FAIR HOUSING NOTICE \*\*\***

*IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, Please do not ask or expect us to place any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.*

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ LANDLORD \_\_\_\_\_ LANDLORD

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J. David Collins, Broker,      Village Realty off Winter Haven, Inc.      863-299-6767 phone  
2500 Recker Highway,      Winter Haven, Florida 33880      863-293-0131 fax

DaveWinHav@aol.com

VillReatyoff@aol.com

Owner address \_\_\_\_\_

Owner email \_\_\_\_\_

Bank account for direct deposit \_\_\_\_\_

Owner tax number or social security \_\_\_\_\_

# AUTHORIZATION TO PROPERTY MANAGER

I \_\_\_\_\_, own property located at \_\_\_\_\_  
\_\_\_\_\_

My property manager is J. David Collins, Village Realty of Winter Haven, Inc.

My property manager is responsible for renting, maintenance, and collection of rent for the above property.

I hereby authorize my property manager to complete, sign and file pleadings necessary to evict a tenant.

I hereby authorize my property manager to sign leases on my behalf for this property.

\_\_\_\_\_  
Owner Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ to me well known and know to me to be the person described in and who executed the foregoing document, and acknowledge to and before me that \_\_\_\_\_ executed said document for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary

My commission expires: