

## MANAGEMENT AGREEMENT RESIDENTIAL PROPERTY

This agreement entered into on «InDate» by and between **Mr & Mrs Thomas Jones and Matilda Jones** hereinafter referred as "LANDLORD" and Rex Rentals & Realty, Inc. hereinafter referred to as "AGENT": And in consideration of mutual promises and conditions as more fully set out herein:

It is hereby agreed as follows: EMPLOYMENT (1) The LANDLORD hereby engages the AGENT as the exclusive representative to rent, lease, operate, and manage the property known as **123 Sample Lane xx** located in the city of **Sample City**, Pinellas County, Florida, consisting of **xxxx** unit(s). With an effective Agreement date of **May 29, 2016** and has an expiration date of **June 30, 2017**. This Agreement shall then be continued thereafter and automatically renew for successive year periods at the anniversary date so long as that either party notifies the other in writing of their intention to terminate this Agreement. This notice must be given 60 days in advance of the effective date of such termination by certified mail. The date of the certified mail will be the date of record. The Agent reserves the right to terminate this agreement immediately with written or verbal notice if in the opinion of Agent's legal counsel, Landlord's actions or inactions are illegal, improper or jeopardize the safety or welfare of any Tenants or other persons. Agent may at its option continue to hold Landlord liable for any fees due or money owed Agent if the Tenant continues to reside at the property after such termination.

ACCEPTANCE (2) THE AGENT ACCEPTS this engagement and agrees:

(A) To use due diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services of its organization for the renting, leasing, operating and managing of the above described premises; always striving to exercise the highest degree of professional skill.

(B) To aid, assist and cooperate in the matter of insurance loss adjustments and to perform such duties in connection therewith as may be requested by the Landlord, subject to paragraph 8, 8(A) and 8(B).

(C) To investigate carefully, all references of prospective Tenants. To include but not limited to; credit reports, Pinellas County public records, work history, to include current employer verification of income. To verify if need be current housing and past tenancy. To review and compare all information gathered to instill the verification of the applicant. At prospective Tenant's expense.

(D) To inspect any unit or units. However, any inspections prior to 8:30 AM or after 5:30 PM Monday through Friday or at any time on Saturday, Sunday or Legal Holiday shall be charged to the Landlord at the rate of \$50.00 per hour. Said after hours, weekend or holiday inspections will not be made unless Agent is satisfied that there is an emergency situation. (Showing of unit to prospective Tenant DOES NOT constitute an inspection.)

(E) Monthly, to render receipts of expenses, repairs or any other charges. To have Profit and Loss reports issued to the Landlord in a timely manner. In case any fees, expenses or charges shall be in the excess of the rents collected by the Agent, the Landlord agrees to pay such excess promptly upon demand, and in the event such excess is not paid within 10 calendar days of such demand, the sums advanced by the Agent shall bear interest at the rate of eight teen percent (18%) per annum and said money advanced by Agent PLUS ACCRUED INTEREST shall be chargeable and may be deducted at the Agent's option of money, from whatever source, except security deposits, that may be collected by the Agent under the terms of this Agreement.

(F) The Escrow Account(s) established by Agent are held by Regions Bank, NA, or its assigns; a Florida located institution qualified to engage in the banking or trust business. Located at 2751 54th Avenue South, St Petersburg, Florida 33712. To deposit all funds; rents, security deposits or other receipts collected for the Landlord in such account(s) and interest, if any earned, and permitted by law to be retained by Agent, shall be paid to Agent for administrative services and partial escrow agent's fee.

(G) Disbursement of receipts collected will be deposited directly to the banking institution of the Landlord (authorization form included in package). If Landlord instructs Agent to make payment in any form other than Direct Deposit (ACH Credits) a Seventy Five Dollar (\$75.00) quarterly handling fee shall be applied in conjunction with any sums properly deducted or otherwise provided for herein, subject to the proceeds clearing the Agent's bank, normally within 12 business days on local checks and 25 business days on out of state checks. The Landlord authorizes and agrees to immediately reimburse the Agent for any sums disbursed on the faith of such checks should they become uncollectable for any reason.

AUTHORITY OF AGENT (3) THE LANDLORD HEREBY GIVES to the Agent the following authority and powers:

(A) To display "For Rent" signs showing the availability of rental at Agent's discretion. To utilize Agent's website WWW.REXRENTALS.COM and third party "sister" websites through automated feed. To utilize pay for use of the Internet advertising portals and/or other ads will be run at the discretion of the Agent. Any advertising requested by Landlord to additional paid sources shall be paid for by the Landlord.

(B) To sign for; the initiation of, renew and/or cancel leases regarding the premises; to collect rents due or to become due and to give receipts therefore; to terminate tenancies and to sign and to serve in the name of the Landlord, such notices as are appropriate; to institute and prosecute actions; evict tenants and to recover possession of said premises; to sue in the name of Landlord (Landlord will be contacted prior to legal action being taken, which is at Landlord's expense) to recover rents and other sums due; and when at the Agents discretion, expedient, to settle; compromise, and/or release such action or suits to reinstate such tenancies. Any leases executed for the Landlord by the Agent shall not exceed twelve months without specific instruction from the Landlord. In the event of any renewal of any lease this contract shall remain in full force and effect.

REPAIRS (4) Agent shall have the authority to make any and all necessary repairs and to supervise same without written consent of the Landlord if in the Agent's opinion said repairs are needed to protect and preserve the property. At all times the Landlord shall have a minimum of \$350.00 on deposit as reserves in the Rental Management Escrow Account of Rex Rentals & Realty, Inc. This reserve is to assist in covering the costs of minor repairs that may occur. This minimum amount will be adjusted based on the number of doors managed for the Landlord by Agent. Subject to the following:

(A) If it becomes necessary to make repairs in excess of \$350.00, consent shall be obtained from the Landlord prior to the expenditure, except for emergency repairs if, in the opinion of the Agent, such repairs are necessary to protect the property from damage or to maintain services to occupant(s) as called for by their contracts, or to comply with local, state or federal government regulations. Unless otherwise agreed to in writing Agent shall, use qualified persons for maintenance and/or repair. Any job requiring tradesmen and/or craftsmen shall be handled by companies approved by Agent or previously approved by Landlord in writing and delivered to Agent.

(B) To hire, discharge and supervise all labor and independent contractors required for the operation and maintenance of the premises; it being agreed that all laborers and/or independent contractors shall be deemed laborers and/or independent contractors of the Landlord and not the Agent, and that the Agent may perform any of its duties through its attorneys, authorized representatives or independent contractors and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in its appointments and retention. Agent shall not be liable for error of judgment or for any mistake of fact of law, or for anything which it may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

(C) To make contract for vermin extermination and other services as Agent shall deem advisable. Landlord to assume the obligation on any contract so entered into until the termination of this Agreement.

HOLD HARMLESS (5) THE LANDLORD further agrees:

(A) To hold the Agent harmless and to make full reimbursement or indemnification for any and all actions whether legal or equitable, incurred by the Agent in connection with the duties and obligations under this agreement.

(B) To indemnify and hold Agent harmless from liability for any injuries suffered by any employee or other person whomsoever. Further, the Landlord by signing this contract gives written assurance to the Agent that the Landlord will protect and indemnify the Agent from any claims which may thereafter be asserted against the Agent, by the Landlord or by any creditor of the Landlord from any cause or matter arising out of the subject matter of this agreement or by any person, firm or corporation which may have furnished labor, material or services to or for use in or about the above described property or in connection with the maintenance and operation thereof.

(C) Agent shall not be responsible to take any precautionary measures to avoid any damages from hurricanes, tropical storms or any acts of God unless agreed to in writing between Agent and Landlord.

(D) Landlord agrees and understands that if Landlord has any contact with the Tenant(s) by physical, written, electronic, orally or in any manner, that in the event of a legal dispute with results in litigation, the chances become extremely high that the Landlord will have to testify in person in court. Agent strongly urges that all contact by any means with Tenant(s) be made by and through Agent. Landlord agrees that contact with the Tenant(s) may be grounds for Agent terminating this agreement and continuing to hold Landlord liable for all commissions and fees due.

ASSIGNMENT (6) Nothing in this contract shall be construed to prevent the Agent from assigning, transferring, selling, or otherwise hypothecating its rights, title, and interest in and to this management agreement.

**FEES/COMMISSIONS (7) To pay the Agent: (Estimated Schedule Attached)**

(A) An initial leasing fee of seventy-five percent (75%) of one whole month's rent as per signed rental/lease agreement with secured Tenant. This is paid as a leasing fee to Agent and is not paid until a suitable Tenant has been secured and a lease agreement executed on behalf of the Landlord, with funds deposited. If for any reason said Tenant does not fulfill their obligation of the first term of said Lease Agreement, this fee is pro-rated with the new tenant.

(B) A minimum management fee of \$10.00 per week shall be collected by agent during any time of vacancy. A ten percent (10%) of the monthly proceeds resulting from a Lease Agreement and/or Rental Agreement executed between Agent and Tenant on behalf of the Landlord whichever is greater. This fee shall be collected each and every month. The ten percent (10%) fee shall be collected from the stated rents received in the Agent's "Standard Lease Agreement" used to secure a Tenant. Agent shall receive the full amount of any additional rents, late fees or penalties received or collected from Tenant. The minimum management fee collected shall come from the established escrow reserve funds and Landlord shall reimburse the reserve funds upon Agent's request.

(C) In the event the Landlord elects not to renew this Agreement, or terminates same pursuant to paragraph one (1) (EMPLOYMENT), Landlord agrees to pay Agent a severance commission equal to one (1) month's rent as agreed to by the Landlord and Tenant and/or carry-over Tenant, pursuant to the terms of the written and/or verbal tenancy agreement, for the current term and every term that Tenant remains a tenant of the Landlord.

(D) Any subsidized housing such the HUD SECTION 8 housing vouchers must have approvals by the Landlord. Having additional fees of 1) An initial fee of \$150.00 at the time an executed contract with the representing Housing Authority. (2) A \$50.00 fee at each and every lease renewal.

(E) CITY OF ST PETERSBURG CIP (Certificate of Inspection Program) is a program in areas designated by the city to have additional needs and code enforcement. The inspections by the city are at no cost and are only done at the time of a new Tenant placement. If such inspection is made by demand of the city the fee is \$150.00 at the time of an executed pass notice by the city to the Agent/Landlord.

(F) In the event the Tenant desires to purchase the subject property, and the Landlord elects to sell same to Tenant, Landlord agrees to grant Agent an exclusive right of sale and pay Agent three percent (3%) fee of the sale price as a Transaction Broker commission.

**DISCLOSURE OF INSURANCE AND SERVICING**

(8) The Landlord agrees to inform their insurance company of the fact that REX RENTALS & REALTY, INC. is their legal Agent and representative. That the insurance company is to mail to Agent a certificate of insurance with agent listed as also insured or interested party.

(A) A coordination fee of five (5%) percent of gross invoices for all labor and materials contracted by Agent for Landlord involving major remodeling, redecorating, fire, flood or any other act involving restoration shall be paid at time of completion of contracted services. Any and all coordinated efforts with any insurance claim. This coordination fee will not apply to ordinary repairs and/or maintenance, unless the Landlord requires bids or the amount of \$1,999.99 has been surpassed. Furthermore, this fee DOES NOT APPLY to any work completed by vendors previously approved by Rex Rentals & Realty, Inc., or previously accepted vendors of the Landlord. For set fees of less than \$2,000.00.

(B) The purchasing of building materials over \$100.00 for remodeling or repairs of the property or the purchase of appliances such as but not limited to ranges, refrigerators, wall/window air-conditioners and the like, where Agent has to do discovery, select and arrange delivery shall have an additional service coordination fee of \$25.00 per hour added to the invoice.

MISCELLANEOUS( 9) This Agreement shall be binding upon the heirs and assigns of the Landlord and successors and assigns of the Agent.(10) In the event legal action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.(11) This Agreement constitutes the entire understanding between the parties and no change shall be valid unless reduced to writing and signed by the parties.(12) Any notices required under this Agreement shall be in writing and shall be sent via regular U.S. Mail or E-mail communication..

(13) Landlord shall accept any notice(s) at:

**1234 Main Street**  
**Nice City, AT 33780**

**6543jones@anymail.com**

Agent shall accept any notice(s) at:

REX RENTALS & REALTY, INC.  
PO BOX 41471  
ST. PETERSBURG, FL 33743

LANDLORD@REXRENTALS.COM

IN WITNESS THEREOF, the parties have set their hands and seals on the first day of above written.

Date \_\_\_\_\_ Landlord \_\_\_\_\_

TIN or SS \_\_\_\_\_

Date \_\_\_\_\_ Landlord \_\_\_\_\_

TIN or SS# \_\_\_\_\_

\_\_\_\_\_  
Kym A. Ottaviani-  
As President of Rex Rentals & Realty, Inc.