



Cape Shore Property Management
4705 Vincennes Blvd. Suite 4
Cape Coral, FL 33904
Office: 239-549-6611, Fax: 239-549-9834
kevin@capeshorepmi.com

EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and, **Cape Shore 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. LEGAL DESCRIPTION: _____

3. TERM: The term shall begin on the _____ 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 (30) day written notice prior to the next term given by either party to terminate.

4. BROKER OBLIGATIONS AND AUTHORITY: Broker will use due diligence to manage, operate and lease the property in accordance with this agreement. Owner grants Broker the authority and power to:

- (a) Secure a tenant for the property. Initiate, sign, renew, or cancel rental agreements and leases for the Property on Owners behalf. Broker is given the Exclusive Right to screen and approve or disapprove prospective Tenant(s).
- (b) Manage tenant relations, including negotiating renewals of existing leases; collecting, holding and disbursing rents and other amounts due or to become due to Owner; handling tenant requests and negotiations; terminating tenancies and signing and serving appropriate notices on behalf of Owner; initiating and prosecuting eviction and damages actions on behalf of Owner; and procuring legal counsel when necessary to protect Owner's interests and rights in connection with the Property.
- (c) Repair/Maintenance: Cape Shore PMI will make and/or supervise repairs, improvements, alterations, and decorations to the property. Cape Shore PMI will purchase and pay bills for services and supplies. Broker shall obtain prior approval of Owner on all expenditures over **\$150.00** for any one item. Prior approval is not required for monthly or recurring operating charges as authorized by owner. In addition, prior approval is not required if in Broker's opinion emergency expenditures over the maximum are needed to protect the Property, or other property from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties, fines, or suspension of services to tenants called for in a lease or rental agreement or by law. Cape Shore PMI will contract, hire, supervise, and/or discharge vendors and persons, including utilities, required for the operation and maintenance of the Property. (Annual rentals NOTE: Broker is authorized to Re-Key property prior to new tenant placement, at a fee not to exceed \$125.00)
- (d) Broker to pay expenses and costs for the Property from Owner's funds held by Broker, unless directed otherwise by Owner. Broker to maintain accurate records of receipts, expenses and income to Owner. Broker will render to Owner itemized statements by the 15th of each month and disburse payment to owner by ACH. Statements will also be published to the Owners Portal.
- (e) **Broker to complete a drive by inspection of Property every 60 days, Interior Inspection to be completed every 6 months.**

Owner's Initials _____

5. **OWNER OBLIGATIONS:** In consideration of the obligations of Broker, Owner agrees:
- (a) To cooperate with Broker in carrying out the purpose of this Agreement.
 - (b) To provide complete and accurate information to Broker including disclosing all known facts that materially affect the value of the Property.
 - (c) To carry, at Owner's sole expense, public liability, property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Said insurance will name both Broker and Owner as insured parties. Broker will not be liable for any error of judgment or mistake of law or fact or for any loss caused by Broker's negligence, except when the loss is caused by Broker's willful misconduct or gross negligence. Owner will carry insurance as follows:
 - (1) Perils of fire, lightning, wind, hail, explosion, smoke, riot, aircraft, vehicles, vandalism, and burglary on the contents of the Property in the amount of **\$150,000**.
 - (2) "At Risk" protection on the building in the amount of **\$150,000**.
 - (3) Liability for personal injury and property damage in the amount of **\$300,000**. (\$300,000 minimum).
 - (d) **Reserves:** Maintain monthly, as a reserve in Broker's Trust account, **\$300.00**. (or an amount agreed to by Broker and Owner)
5. **COMPENSATION:** Owner agrees to compensate Broker as indicated for the following:
- (a) For securing a tenant a fee equal to: **100% of 1 month's rent for Long-Term Lease (Over 6 months)**.
 - (b) For managing the Property, a fee of: **8 % of rent due in each rental period to be paid monthly, from Rental Income for Long Term Rental (over 6 months). Minimum charge \$80 per month.**
 - (c) **Lease renewal fee of \$250.**
 - (d) There are no upcharges to repairs. No inspection fees.
 - (e) Owner further agrees that broker may receive fees and charges from tenants for:
 - (1) Processing credit applications, lease processing fees, additional rent fees.
 - (2) Returned checks, late fees or service fees, nonrefundable pet fees.
 - (3) Re-renting fees from tenant when breaking a lease.

6. **RENTALS:** BROKER will use his best efforts to lease or rent with the following terms: \$ _____ per month

7. **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 \$45.00 for attorney's fees for preparation of the lease and \$25.00 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, Weiss, Davis & Wolk, P.A., 17264 San Carlos Blvd # 307, Fort Myers Beach 1-800-253-8428. 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. Not applicable with vacation rentals

8. **MEDIATION DISPUTES:** Broker and Owner agree to mediate any dispute or claim arising out of this contract or any resulting transaction before resorting to arbitration or court action. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator authorized to facilitate the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will divide a mediation fee, if any, equally among the parties involved, before mediation begins.

9. **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.

Owner's Initials _____

