

**Oakleaf Property Management, Inc.**  
**Exclusive Rental Management Agreement**

305 8th Street East, Bradenton, Florida 34208

Ph: (941) 741-2360

Fax: (941) 254-2400

**1. PARTIES:** This agreement between \_\_\_\_\_, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **Oakleaf Property Management, 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:

**2. EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE:** Owner hereby employs BROKER exclusively, giving BROKER the exclusive right to rent, lease and manage LANDLORD'S property known as \_\_\_\_\_ under the terms and conditions herein set forth. The 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. BROKER agrees to accept the management of the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the property. LANDLORD invests with BROKER with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER'S judgment in regard to said property. BROKER may do so in the name of the LANDLORD, in BROKER'S name alone, or in the names of both.

**3. TERM:** This agreement is binding upon the parties successors, estate and assigns and remains in full force and effect until termination pursuant to the terms of paragraph 9. The term is for one year beginning \_\_\_\_\_, and will automatically renew for successive one year periods at the anniversary date so long as there has not been at least a 30-day written notice prior to the next term given by either party to terminate.

**4. MANAGEMENT AUTHORITY AND BROKER RESPONSIBILITIES:** LANDLORD expressly grants to BROKER the following authority, powers and rights.

- A. BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be equal to monthly rent or an amount agreed to by all parties. LAST MONTH'S RENT MAY BE COLLECTED AT BROKERS DISCRETION. Any deviation from these terms must be agreed upon by all parties in writing. BROKER is not liable 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 for any reason.
- B. Full management and control of the property with authority to collect all rent and other monies from Tenants, and issue receipts for same.
- C. To prepare and negotiate new leases and renewals of existing leases.
- D. The right to manage the property as the BROKER deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKERS 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.
- E. To change locks on the property between tenancies.
- F. To place "For Rent" signs on the property unless legally prohibited.
- G. BROKER is given the exclusive right to screen and approve or disapprove prospective tenant(s) and to deliver, on LANDLORD'S behalf, any default notices to tenant(s) as may be necessary.
- H. BROKER may hire an attorney to file suit against tenants to enforce leases including for eviction. Broker may require LANDLORD to pay court costs and attorney's fees in advance.
- I. If tenant(s) vacate owing rent, BROKER is entitled to a commission on any monies received by BROKER or LANDLORD in the percentage as set forth below.
- J. To have repairs made, to purchase necessary supplies, to enter into contracts with suppliers or other independent contractors for improvements, maintenance, or repair services deemed necessary by LANDLORD and/or BROKER or to comply with applicable housing and health codes, and to determine that such services were properly performed. LANDLORD'S approval shall be obtained on each improvement, maintenance, or repair item that shall exceed \$250.00 in cost, except for emergency repairs. 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 that exceed \$250.00.

- K. To collect from applicants or tenants any or all of the following: application fees, late rent fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, litigation costs, or any other fees or tenant obligations that may become due. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees, except for late rent fees which BROKER shall receive 50% and LANDLORD shall receive 50%, or for payment to third parties, and BROKER need not account for such fees to LANDLORD.
- L. To receive interest on any BROKER trust accounts not owed to tenants, and interest received, if any, shall belong to BROKER to offset BROKER'S time and expense of maintaining such accounts, and agent need not account for such interest earned to LANDLORD.
- M. To render monthly statements to LANDLORD of income and expenses and to disburse to LANDLORD the net proceeds of such accounting. In the event disbursements should be made in excess of income collected, LANDLORD must pay back such excess promptly to BROKER.
- N. 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. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or in part.

#### **5. LANDLORD ASSURANCES AND RESPONSIBILITIES:**

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any laws, ordinances, or condominium or home owner association restrictions. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by BROKER. LANDLORD assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. LANDLORD shall place in reserve with BROKER \$250.00 per property, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes BROKER to replenish this reserve from rents collected.
- C. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- D. To indemnify, defend, and save BROKER, its employees, agents, and assigns, harmless for all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including LANDLORD, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights, or authority granted to BROKER.

**6. INSURANCE/FEES/TAXES/CHARGES:** LANDLORD may pay directly any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees to 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 within 14 days of the execution of this agreement. LANDLORD agrees to name BROKER as an additional insured on all policies. LANDLORD agrees to pay BROKER an annual fee of \$50.00 if said insurance declaration page is not provided to BROKER.

**7. UTILITIES:** 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. 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. 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).

**8. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS:** If a lease is for a condominium unit, LANDLORD must provide to BROKER all copies that apply to rental or occupancy of the unit. BROKER is not liable for payments to the condominium association until it has received funds for such payment from tenant(s) or LANDLORD.

**9. TERMINATION:** Termination by LANDLORD is effective when written notice is received by BROKER. If this agreement

is terminated by LANDLORD or BROKER, the BROKER's rights provided for in paragraph 12 shall survive such termination for a period not to exceed 30 days (termination period). 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. A cancellation fee of **\$250.00** will be charged to LANDLORD should LANDLORD terminate this agreement within the first 3 months from the execution of this agreement.. BROKER reserves the right to terminate this agreement with 30 days' written notice to LANDLORD at any time, or, immediately if in the opinion of BROKER LANDLORD'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Terminating this agreement shall release BROKER from having any further obligation to rent, lease, or manage the property.

**10. FURNISHINGS/WARRANTIES:** The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the BROKER \$35.00 to provide same. (The \$35.00 fee is subject to change with notification). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of 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 2 full sets of keys and 2 mail keys (if mail box requires a key to open) to BROKER. In unfurnished units, LANDLORD will provide window treatments and hardware or authorize BROKER to purchase and install same.

**11. DAMAGES or MISSING ITEMS:** BROKER is not responsible for damage to the premises or 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 furnished units, an inventory will be checked by BROKER at departure. If tenant(s) damage the premises or owe any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its judgment the amount due, charge the tenant(s) accordingly 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.

**12. MANAGEMENT COMPENSATION:** BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

- A. FOR MANAGEMENT:** In the event there is a long term lease entered into (6 months or longer), furnished or unfurnished, with tenant supplied by LANDLORD or BROKER, the management fee will be **10%** of rents received.
- B. FOR LEASING:** A Leasing fee of **60%** of the first full months rent collected, upon BROKER filling a vacancy with an approved tenant.
- C. LEASE RENEWALS:** A lease renewal fee of \$100.00 due upon the renewal of leases renewed for 6 months or more.
- D. LEASE GUARANTEE:** If a tenant has been qualified by BROKER and defaults within the first 6 months of original lease term, BROKER agrees to reduce leasing fee by one half (1/2) when re-leasing property.

**13. NOTICES:** Notices may be sent by first class mail, by e-mail, or fax. Addresses, fax numbers, and e-mail addresses for notices are:

BROKER:	Oakleaf Property Management, Inc. 305 8th Street E. Bradenton, FL 34208	Ph: (941) 741-2360 Fax: (941) 254-2400 Email: <a href="mailto:andrew.opm@gmail.com">andrew.opm@gmail.com</a>
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LANDLORD:		
Print Name	Owner name	Tax ID #
	Owner name	Tax ID#

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Home Phone

Work Phone

Cell Phone

**14. POWER OF ATTORNEY:** LANDLORD(s) hereby grant Broker, its agents, successors and assigns the authority and power of attorney to sign leases and other documents pertaining to the management of the property on behalf of and in place of LANDLORD(s). LANDLORD(s) hereby agree that they will be bound by such signature of BROKER, its agents, successors and assigns as if LANDLORD had signed the lease or other pertaining documents. LANDLORD(s) signature on this agreement authorizes BROKER to assume power of attorney.

**15. MODIFICATION OF THIS AGREEMENT:** BROKER may change the terms of this agreement by giving 60 days written notice to LANDLORD. The 60 days shall be counted from the date notice was mailed, faxed, or e-mailed. Should no written objection be forthcoming from LANDLORD within 60-day period, LANDLORD'S acceptance of said changes shall be presumed.

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

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

\_\_\_\_\_  
Owner Signature LANDLORD

\_\_\_\_\_  
Owner Signature LANDLORD

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

\_\_\_\_\_  
Agent for:  
Oakleaf Property Management, Inc.