

**TREASURE COAST.NET REALTY
EXCLUSIVE RENTAL MANAGEMENT CONTRACT**

PARTIES: This agreement dated this _____ day of _____, 2009 by and between _____, hereinafter called Owner, whose address is: _____ and Treasure Coast.Net Realty Property Management, hereinafter called Agent, whereby the Owner appoints the Agent the Exclusive Agent to rent, lease, operate, control and manage the following described property.

DESCRIPTION OF PREMISES: Single Family Mobile Home Duplex Condominium Townhouse Villa Unit is unfurnished Unit is furnished Current inventory provided by owner and attached.

COMPLEX NAME (if applicable): _____ Address: _____.

Unit # _____ City: _____ State: FL zip: _____.

TERM: Commencing the _____ day of _____, 2009 and until such time as this agreement is terminated. Owner and Agent has the right to terminate this agreement upon giving the other party 30 day's written notice of such termination as provided in Paragraph 4.

It is understood that the owner contracts with Treasure Coast.Net Realty Property Management. For the services provided herein and the Agent agrees to provide these services for a fee(s). It is mutually agreed that Agent will endeavor to secure suitable renters at maximum rates and the Owner will endeavor to maintain his property in a suitable manner. It is further understood that Agent shall not be held accountable for any claims or expenses resulting from injury to any person occurring on the premises, nor shall Agent be held responsible for any damage to the premises or theft of such property by a Tenant or any other person.

ASSIGNABILITY: This contract is assignable.

AGENT'S AUTHORITY: Owner hereby grants Agent the sole and exclusive right to: rent, lease or manage the above described property; collect (and give receipts for, if necessary) all rents, charges and other amounts receivable on Owner's account in connection with the management and operation of the premises. To inspect the property at such times as Agent deems necessary; to advertise the property including placing of a sign on the property. To compromise and settle claims; to collect security deposits (pursuant to Florida Law, last months rent, and security deposit must be held in a Florida Bank); to negotiate all renewals and extensions of leases; to do all those things Agents deems necessary to efficient management of the property.

NO OTHER RENTAL AGENT: During the term of this Agreement, Owner shall not authorize any other person, firm or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the premises. Owner agrees to promptly forward all inquiries about rentals to Agent. This agreement is to provide Agent with the right of an exclusive agreement with regard to the renting of said premises.

RESERVE ACCOUNT: Agent should not be held liable in the event of bankruptcy or failure of a depository. Funds in Reserve Account remain the property of Owner subject to disbursement of expenses by Agent as described in this Agreement.

1. Treasure Coast.Com Realty Property Management – DUTIES AND RESPONSIBILITIES:

- A. Agent agrees to accept the management of the premises, to the extent for the period and upon the terms herein provided and agrees to furnish the services of its organization for the rental operation and management of the premises.
- B. Agent will render a statement monthly showing all funds collected and disbursed. Agent is directed to promptly remit to Owner new proceeds after deducting fees and expenses as provided herein, after bank clearance of Tenant's funds. In case the disbursements and charges shall be in excess of the receipts, the Owner agrees to pay such excess promptly, but nothing herein shall obligate the Agent to advance its own funds on behalf of the Owner. Owner shall be responsible for the lease preparation (if desired) and Agent is authorized to pay for said lease from rental proceeds when prepared by an Attorney. (Florida law prohibits Real Estate Agents from preparing leases).
- C. Agent agrees to semi-annual inspections if premises are occupied. Report any and all problems concerning premises to Owner and obtain owner's permission to effectuate remedy of same, at Owner's expense.
- D. Agent agrees to inspect premises and inventory furnishings upon departure of every Tenant.
- E. Agent agrees to collect from Tenant appropriate sales tax and satisfy state law.

- F. Agent agrees to provide cleaning to maintain premises at Owner's expense, if needed.
- G. When a prospective Tenant is obtained by Agent, Agent will advise Owner and obtain Owner's verbal approval of the prospective Tenant.
- H. The owner's active participation in the rental management and operation of their property will be documented by Owner's written approval on the contract to lease, lease, telegram or mailgram to Agent.

2. OWNER'S DUTIES AND RESPONSIBILITIES:

- A. Owner agrees to give Agent authority (1) to hire, supervise, discharge and pay all engineers, contractors, janitors and other independent contractors; Agent shall not be made liable to Owner or others for any act or omission on the part of such independent contractors; (2) to make or cause to be made through contracted services or otherwise all ordinary repairs and replacements reasonably necessary to preserve the premises in its present condition and for the operating efficiency thereof and all alterations required to comply with lease requirements, governmental regulations or insurance requirements, and to do decorating on the premises; (3) to negotiate contracts for non-recurring items not exceeding **\$100.00** in any calendar month without the verbal authorization of the Owner, and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms, and other items necessary for the management, maintenance, or operation of the Premises. Such maintenance and decorating expenses shall be paid out of the Owner's funds (and/or) Reserve Account(s) of **\$250.00**, and (4) to enter into agreements in Owner's name for all necessary repairs, maintenance, minor alterations and utility services; and to purchase supplies and pay all bills, Agent shall, in Owner's name and at Owner's expense, make contracts on Owner's behalf for electricity, gas, telephone, fuel, or water, and such other services as Agent shall deem necessary or prudent for the operation of the premises. All utility deposits shall be the Owner's responsibility, except that Agent may pay same from the Reserve Account(s) at Owner's request. Agent shall secure the approval of the Owner for any alternations or expenditures in excess of the above stipulated amount, except monthly or recurring from damage or to maintain services to the Tenants as called for by their tenancy, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency. In an emergency where repairs are immediately necessary for the preservation and safety of the premises, or to avoid the suspension of any essential service to the premises, or to avoid danger to life or property, or to comply with federal, state or local law, such emergency repairs shall be made by Agent at Owner's expense without prior approval. Agent is authorized to make emergency repairs to air conditioning, heat and plumbing.

ENFORCEMENT OF LEASES: Agent is authorized to institute, in Owner's name, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises for dispossessing of Tenants or other persons from the premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient, to settle, compromise, and release such legal actions or suits or reinstate such tenancies. Any monies for such settlements paid out by Agent shall not exceed **\$100.00** without prior verbal approval by Owner. Attorney's fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from Tenants shall be paid out of the Operating (and/or) Reserve Account(s) or reimbursed directly to Agent by Owner. Agent may select the attorney of his choice to handle such litigation.

LEASE PREPARATION: The State of Florida does not allow real estate agents to prepare leases. We are only allowed to prepare a Memorandum to Lease. Regarding the lease, the owner has 3 options: Please check one:

- a. The owner has the legal right to prepare his/her own lease.
- b. The owner may have his/her attorney prepare the lease.
- c. Our corporate attorney has prepared a standard lease that meets Florida Law and favors the landlord. The fee for his services is \$50.00.

We are no longer allowed to extend an existing lease for an additional time period. A new lease has to be prepared for each time period. This is Florida Law.

- B. Agent is given the exclusive right to have leases and renewals executed; to screen prospective residents; to terminate tenancies and to serve such notices and institute eviction proceedings in the name of the Owner with an attorney as may be necessary; to employ attorneys in the name and at the expense of the Owner to prepare necessary legal instruments and institute and defend any legal actions arising out of the management of the property.
- C. Owner agrees to provide agent the following: inventory list, three (3) keys to premises, mailbox key and garage door opener, when applicable. There will be a one hundred (**\$100.00**) charge if agent is required to do initial inventory for owner.

- D. Owner shall make timely and direct payments to utility company(s) for all utility expenses incurred at premises if prescribed in lease agreement. To insure reimbursement owner must send utility claims to Agent within ten (10) days after receipt of same, or forfeit reimbursement.
 - E. Owner shall be responsible for deep cleaning of the premises and for periodic refurbishing of the unit, such as wall painting, carpet replacement, furniture replacement, etc., when, in the opinion of the Agent this is necessary. Owner is responsible for ordinary maintenance and repairs of appliances, furniture and mechanical equipment resulting from normal wear and use, except where wanton abuse, in the opinion of Agent, is determined to be cause for such repair.
 - F. The Owner(s) will be financially responsible for the payment of the maintenance fees to the Homeowner's Association or other organization responsible for lawn maintenance, garbage removal, recreational facilities and/or other items connected with the maintenance of the property where applicable. The Owner(s) will also be responsible for providing a mailbox, telephone cable, TV antenna or cable TV capability, drapery rods and dryer hook-up capability. In these cases where the water supply for the dwelling is furnished by a well, the Owner is responsible for furnishing a water softener and/or other filtering device with the capability of providing water suitable for drinking and removing minerals which would stain clothing or plumbing.
3. **COMPENSATION:** Full Property Management Service -- Rental Fee is (Finder Fee) 5% of the gross rent min being a Half month. Management Fee is 10% per month min of \$100.00, collected each month. Without limiting the foregoing, the owner agrees that the broker will be paid an annual renewal fee in the amount of 3% of the gross during the entire time that the tenant obtained by the broker occupies the property. In the event the tenant becomes a month to month tenant, one-twelfth (1/12th) of the renewal will be paid monthly.

Seasonal rentals: 18% of total lease for any lease under six (6) months. Fee is collected upfront.

In the event Agent is making mortgage payments, paying insurance premiums, hiring lawn maintenance services doing maintenance or repairs or is making any disbursements on Owner's behalf to maintain Owner's property while property is vacant, a monthly management fee shall be payable to Agent in the amount of ten (10) percent of the proposed leasing price. Owner further agrees to reimburse Agent monthly for all long distance calls made by Agent in Owner's behalf. All sums due Agent by any provisions of this agreement may be deducted from funds held by Agent for benefit of Owner. Management fees will be disbursed to Agent immediately upon clearance of said funds.

In the event the property is sold or exchanged during the term of this agreement, or for a period of up to three months from the termination of the lease, or Contract to Lease, by any person including the Owner, to any person, firm or corporation who has rented or leased the property, Agent shall be entitled to an additional commission of N/A percent of the gross sales price.

If a Tenant procured by Treasure Coast.Com Realty Property Management, continues to reside in Owner's property and in the absence of a signed lease or signed Contract to Lease, the Owner is still obligated to Treasure Coast.Com Realty Property Management, for the monthly fee of 10% per month. If Tenant remains on a month to month tenancy, Owner is obligated to Treasure Coast.Com Realty Property Management, for the monthly fee, as long as Tenant remains in Owner's premises.

4. **TERMINATION:** This agreement may be terminated by either Owner or Agent, with or without cause, upon the giving of 30 day's written notice to said Rental Agent, provided the property is not then rented to a tenant procured by the Rental Agent. In the event this agreement is terminated by Owner while a lease, Contract to Lease or a month to month tenancy exists executed under the authority given herein is still in effect. Owner agrees to pay Agent, \$250.00 with the notice of termination, the full amount of all sums due for the unexpired term of the lease, Contract to Lease, or month to month tenancy as if this agreement had expired concurrently with lease, Contract to Lease(s) or month to month tenancy hereunder.

Owner shall be obligated to pay Agent as liquidated damages an amount equal to the management fee earned by Agent, as determined for the calendar month immediately preceding the month in which the notice of termination is given to Agent or to Owner, multiplied by the number of months and/or portions thereof remaining from the termination date until the end of the initial term or term year in which the termination occurred. Such damages, plus any amounts accruing to Agent prior to such termination, shall be due and payable upon termination of this Agreement. To the extent that funds are available, such sums shall be payable from the Reserve Account(s). Any amount due in excess of the funds available from the Reserve Account(s) shall be paid by Owner to Agent upon demand.

INADEQUATE INSURANCE: If Agent deems that the liability insurance obtained by Owner is not reasonable satisfactory to protect its interest under this Agreement, and if Owner and Agent cannot agree as to adequate insurance, Agent shall have the right to cancel this Agreement upon the service of notice to Owner.

OWNER RESPONSIBLE FOR PAYMENTS: Under termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills. In addition, Owner shall furnish Agent security in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on Owner's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to Owner, within ninety (90) days after the end of the month in which this Agreement is terminated any balance of monies due Owner or of Tenant security deposits, or both, which were held by Agent with respect to the premises.

5. **BINDING EFFECT OF LEASE:** Owner shall be bound by all leases or Contracts to Lease of the property entered into by the Agent, providing, however, that no such lease or Contract to Lease shall be entered into by Agent with any tenant to exceed a term of one year plus an option to renew for an additional year, unless Owner shall have authorized an extended lease in writing.
6. **OWNERSHIP:** Owner represents and warrants that he is the record title owner of the property or has the full authority to execute this agreement on behalf of said Owner. Owner represents and warrants: That Owner has full power and authority to enter this Agreement; that there are no written or oral agreements affecting the premises other than tenant leases, copies of which have been furnished to Agent; that there are no recorded easements, restrictions, reservations or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of Owner's knowledge, the property is zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including but not limited to, those pertaining to hazardous or toxic substances); that the building does not contain any asbestos, urea, formaldehyde, radon, or other toxic substance, and that no unsafe condition exists.
7. **AMENDMENTS:** Amendments to this agreement shall be in writing and executed by all parties.
8. **EXTENSION:** In the event said lease or Contract to Lease is extended by mutual agreement Lessor and Lessee, or in the event a new lease or Contract to Lease is entered into by the Lessor within a period of six (6) months from the termination date of this lease or Contract to Lease, Agent shall be entitled to the same percentage or commission on the new monies as Agent received on the previous total monies. If the Tenant remains on a month to month tenancy, with a verbal approval from the Owner, the same percent of commission to be paid to the Rental Agent.
9. **SECURITY DEPOSITS:** Agent shall collect, deposit and disburse Tenant's security deposits in accordance with the terms of each Tenant's lease.
10. **OPERATING EXPENSES:** From the Reserve Account, Agent is hereby authorized to pay or reimburse itself for all expenses and cost of operating the Premises and for all other sums due Agent under this Agreement, including Agent's compensation.

In the event that the balance in the Reserve Account is at any time insufficient to pay disbursements due and payable, Owner shall immediately upon notice, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve. In no event, including any and all emergency repairs, shall Agent be required to use its own funds to pay such disbursements. Nor shall Agent be required to advance any monies to Owner's Reserve Account.

11. **RELATIONSHIP OF AGENT TO OWNER:** The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on the behalf of the Owner, in Owner's name, and for Owner's account. In taking any action under this Agreement, Agent shall be acting only as Agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the premises. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Owner. Neither party shall have the power to bind or obligate the owner except as

expressly set forth in this agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

12. **SAVE HARMELSS:** Owner shall indemnify, defend, and save Agent harmless from all loss, damage, cost, expense (including attorney's fees), liability, or claims for personal injury or property damage incurred or occurring in, on, or about the premises.
13. **LIABILITY INSURANCE:** Owner shall obtain and keep in force adequate insurance against physical damage (e.g. fire with extended coverage endorsement, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the premises. The amounts and types of insurance shall be acceptable to both Owner and Agent, and any deductible required under such insurance policies shall be Owner's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the premises. Liability insurance shall be adequate to protect the interests of both Owner and Agent and in form, substance, and amounts reasonable satisfactory to Agent. Owner agrees to furnish Agent with certificates evidencing such insurance or with duplicate copies of such policies within ten (10) days of the execution of this Agreement. If Owner fails to do so, Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the Reserve Account. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as Owner and shall require a minimum of thirty (30) days written notice to Agent before any cancellation of or charges to said policies.
14. **AGENT ASSUMES NO LIABILITY:** Agent assumes no liability whatsoever for any acts or omissions of Owner, or any previous owners of the premises, or any previous management or other agent of either. Agent assumes no liability for any failure of or default to any Tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any Tenant to Owner pursuant to any lease or otherwise. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may be known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Owner in writing and Owner shall promptly cure them.
15. **OWNER RESPONSIBLE FOR ALL EXPENSES OF LITIGATION:** Owner shall pay all expenses incurred by Agent, including, but not limited to, reasonable attorneys' fees and Agent's costs and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit involving an alleged violation of Owner of any law pertaining to fair employment, fair credit reporting, environmental protection, rent control, taxes or fair housing, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap, provided, however, the Owner shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Owner in any such proceeding or suit.

FEES FOR LEGAL ADVICE: Owner shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the premises or activities related to them.

16. **COMPLETE AGREEMENT:** This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Agent with respect to the management and operation of the premises and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Agent relating to the Premises covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Agent in writing. Each party to this agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied to such party, other than those expressly set forth herein.
17. **GOVERNING LAW/ATTORNEY FEES:** This execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the state of Florida. Any legal action concerning this contract shall be under the jurisdiction of the courts of Martin County or St. Lucie County. In the event of any controversy arising with respect to the enforcement of this Agreement, the prevailing party shall be entitled to recover the costs of the proceedings plus a reasonable attorney's fees. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to Owner.

18. **INDEMNITY:** Owner agrees to indemnify Agent, his agents, servants, contracts and employees, from all claims, suits and charges that may arise out of this agreement; to carry public liability and worker's compensation, (if necessary) insurance at Owner's cost. In the event agent successfully defends any action arisen out of this transaction brought by others, including Owner, Agent shall be reimbursed attorney's fees and court costs by Owner. Each party hereto binds their successors, assigns, heir, administrators and executors.

19. **DISCLAIMER:** Oral representations are not be relied upon. This agreement contains the complete expression of all agreements between the parties hereto and there are no promises, representations or inducements except as herein set forth, and no charge shall be made in any of the terms and conditions hereof unless made in writing by both parties.

20. Pets (are) (are not) allowed on the premises. (Circle one).

21. **HURRICANE OR STORM WARNINGS:** Agent, specifically, does not agree to install storm shutters in the event of a hurricane or storm warning.

22. **FORCE MAJEUR:** Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

23. UTILITIES/OTHER	Lessor	Lessee
Trash	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>
Phone	<input type="checkbox"/>	<input type="checkbox"/>
FPL	<input type="checkbox"/>	<input type="checkbox"/>

Pet Assessment Non refundable NOT ALLOWED

Security Deposit: Equal to one months rent.

Rental Rate: Annual \$ _____ Summer \$ _____ Seasonal \$ _____ per month .

Minimum: Term: 1month 2 months 3 months 6 months 7 months 12 months

Home #: _____ Work #: _____ Cell # _____

Fax: _____ E-mail: _____

24. Insurance Company (Owner): _____
Policy #: _____.

25. Service and/or Warranty Contract (s): _____ send copy.

Owner: _____ Date: _____ SS #: _____

Owner: _____ Date: _____ SS #: _____

Thomas Corcoran Date: _____
Property Manager

Addendum to the Property Management Agreement

The Landlord represents that He/She is current on all mortgage payment(s), HOA and/or condominium fees, and real estate taxes for the property which is subject to lease.

Landlord acknowledge that non-payment of any mortgage payments (s), HOA and/or condominium fees, and real estate taxes by Landlord will be constitute a default under the terms of this listing agreement and agrees that TreasureCoast.net will be released from the agreement and authorized to stop making rental payments in the event that the Agents are made party to any foreclosure action, unless agreed otherwise by both parties in writing.

Owner: _____ Date: _____

Owner: _____ Date: _____

Electronic Funds transfer Authorization Form

I hereby authorize treasurecoast.Net Realty to initiate EFT credit/debit entries to my checking account per terms of my Treasurecoast.Net realty Agreement. This authority will remain in effect until I notify Treasurecoast.Net realty otherwise. I acknowledge that the origination of ACH transactions to my account must comply with the provision of U.S. law governing such transaction.

Name of Bank: _____

You're Bank Account Number: _____

Your Bank's Routing/Transit Number: _____
(9-digit number found on the lower left side of check)

Social security Number/Employee ID Number: _____

You're Signature(s): _____

You're Name: _____
(Print Name)

(Print Name)

Date this form was signed: _____

"Please include Void Check"

In order for your payment to be directly deposited to your account, this form must be received by the office no later than two weeks prior to your first direct deposit payment. No exception