

EXCLUSIVE MANAGEMENT AGREEMENT

1. PARTIES: This Exclusive Property Management Agreement ("agreement") is between _____, Owner(s) or legally appointed representative of the premises, (Landlord), and **AT HOME REALTY SERVICES, LLC**, (Broker), whereby the Landlord appoints the Broker, its agents, successors and assigns Exclusive Agent to rent, lease, operate, control and manage the property listed below. Landlord affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. If the premises are owned by a husband and wife and one spouse dies during the term of this agreement, extensions or any renewals, Landlord directs Broker to remit proceeds to the surviving spouse. Any deviation from the above must be from the direction of a Certified Public Accountant.

2. PROPERTY: _____

The property includes the entire premises in full unless any areas such as shed(s), appliances, hot tubs, storage closet(s), garage, attics, crawl spaces, etc. are specifically excluded by Landlord in writing. The items that the Landlord shall not be responsible for maintaining must be disclosed to Broker in writing. 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. Landlord also hereby states that the premises are not currently for sale and agrees to sign a severity statement.

Garage door opener code _____ Gate entry code _____ Parking space# _____

Security System No _____ Yes _____ Alarm code _____

Exterior Pest Control provided by: Landlord _____ HOA _____ Not provided _____
Name and phone number (If applicable): _____

Interior Pest Control provided by: Landlord _____ HOA _____ Not provided _____
Name and phone number: (If applicable): _____

Lawn Care provided by Landlord: No _____ Yes _____
Name and phone number (If applicable): _____

Government Assisted Housing/Section 8: No _____ Yes _____

Smoking allowed: Yes _____ No _____

Pets allowed: Yes _____ No _____ If YES specify conditions: _____

Property built prior to 1978 No _____ Yes _____ (Attach Lead-based Paint Disclosure)

3. TERM: This management agreement shall be binding upon the party's successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on _____ and will be in effect through the last calendar day of the month of the anniversary date. The agreement will automatically renew for successive year or lease duration period at the anniversary date so long as there has not been at least a sixty (60) day written notice by certified mail prior to the next term given by either party to terminate. Termination by Landlord is effective when physically received by Broker. 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 and 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 administrative fee of \$200.00 per unit will be charged to Landlord should Landlord terminate this agreement for any reason.

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, a foreclosure action is filed against the Landlord or Landlord is delinquent in the payment of any taxes, fees, assessment, fines or any other financial obligations related to premises and the Landlord. Broker may at its option continue to hold Landlord liable for any commissions due, fees due or monies owed Broker if the Tenant(s) remain in the property after such termination by Owner or by Broker.

4. **BROKER'S AUTHORITY, LEASING AND MANAGEMENT:** Broker is granted by Landlord the right to manage the property as Broker deems necessary and the right to screen, approve or disapprove prospective tenant(s), conduct a background check on the Tenant(s), collect rents and other funds due to Landlord, require releases from all parties in the event of a controversy before disbursing funds, cooperate with other Brokers and assign or sell the management account as Broker may see fit. Broker will provide a wide variety of services such as arranging for and supervising repairs, conduct inspections, prepare monthly Profit & Loss Statements and Federal Form #1099, and do what Broker deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by Landlord in writing. Owner agrees to receive the IRS-1099 electronically.

Broker is given the exclusive right to deliver, on Landlord's behalf, any default notices to Tenant(s) as may be necessary and file for evictions. 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 cannot practice law and will have to hire an Attorney to perform an eviction or any legal notices or institution of eviction or damage proceedings against the tenant(s) though the courts or otherwise must be taken by Landlord individually. When filing for an eviction, if no attorney is required, Broker will be paid administrative fee of \$100 by Landlord and shall be held harmless for same.

6. **RENTALS:** Broker will use his best efforts to lease or rent. The security deposit and first month's rent will be collected prior to occupancy and rental rates will be the current market rate as determined in the judgment of Broker and Landlord. Late charges owed by any tenant(s) shall be collected at the discretion of the Broker and Broker shall retain charges such as rental application fees, late fees, and fees for checks with insufficient funds. Broker is also reserved the right to release such deposit to the appropriate parties in the event of forfeiture by the Tenant. 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, and/or any cancellation by the tenant(s), and/or failure to collect any rents or monies due from tenant for any reason.

7. **INSURANCE/FEES/TAXES/CHARGES:** Landlord shall pay direct any condominium/HOA fees, taxes, insurance, mortgages, assessments and other charges unless there is a written agreement to the contrary.

Landlord shall maintain public liability insurance coverage on the property 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 property is being used as a rental and agrees to name **At Home Realty Services, LLC** as an additional insured on all policies. Also, Landlord agrees to and does hereby indemnify and hold harmless Broker, its 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 Broker's negligence. Landlord also agrees to indemnify Broker for any damages suffered as a result of any lapse in or failure by Landlord to maintain insurance coverage.

8. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) will have telephone, cable, electric and water service 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. 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).

Utilities to be included with rent: _____

9. RENT AND DEPOSITS/ DISBURSING OF LANDLORD'S PROCEEDS: Proceeds shall be made payable to the entity that owns the premises. Any deviation from these terms must be agreed upon by all parties in writing. The money collected or received will be placed into the Broker's non-bearing trust bank account.

Broker shall render to Landlord the monthly net proceeds between the 10th and the 15th of each month along with the Profit & Loss statement with receipts of expenses, but not before the funds paid by the Tenant have completely cleared the Broker's bank account and outstanding invoices related to the property, if any, are paid, unless the Owner has agreed to a reserves escrow being kept for repairs. In the event the disbursements are in excess of the rents collected by Broker, Landlord agrees to promptly pay such excess to Broker upon receipt of the monthly financial report so stating said amount due. If deficit is not paid by the last day of the statement month, a 10% service charge will be assessed to the unpaid balance. If the proceeds have been disbursed to the Landlord and the Tenant's payment is not honored, Landlord shall immediately refund such payment to Broker upon demand. If Landlord does not comply or no funds are received from the Landlord, all further rent money received, if any, will be held by Broker to replenish Broker's funds and service fee assessed.

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 management fee on any monies received in the percentage as set forth below and agrees to remit same to Broker.

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.

Landlord will receive proceeds by electronic check (ACH), bank deposit or US Postal Service. Monthly Profit & Loss statements shall be sent to Landlord by email or U.S. Postal Service. When paid by USPS, Broker assumes no responsibilities for losses or delays.

ACH: Savings OR Checking Acct (Circle one)

Name of Financial Institution: _____

Routing Number _____ Account# _____

USPS: Name and mailing address of financial institution: _____

_____ .

10. CONDOMINIUM/HOME/OWNERS' ASSOCIATIONS: Landlord shall provide Broker a copy of the Covenants & Restrictions and Rules & Regulations pertaining thereto the neighborhood and shall instruct the HOA to send Broker notices of violations pertaining to the property.

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 there under. Further, the Landlord shall be responsible for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments, and agrees to indemnify Broker for payment of same. In the event the tenant(s) fail 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.

Home Owners' Association: _____ Phone# _____

Amenities Included: _____

Card / Key provided: No _____ Yes _____ Instructions: _____

11. FURNISHINGS/WARRANTIES. Landlord shall deliver copies to Broker of any service contracts or warranties that exist. If none are received at the time this agreement is executed, Broker shall assume none exist. Landlord will provide Broker at least one set of keys, mail keys, and garage and/or gate opener(s), if applicable. Broker is given the authority to re-key, master and/or replace the outside access doors as required by law and at Landlord's expense and recommends Landlord not to have keys to the premises while the premises are occupied due to liability to both Landlord and Broker. In unfurnished units, Landlord shall provide basic window treatments and their hardware or authorize Broker to purchase and install same. If Tenant demands screens or window repairs, Landlord authorizes Broker to purchase screens and/or make window repairs or replacements at Landlord's expense as required by Florida law.

12. 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 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 amount due, charge the Tenant accordingly as per Florida Statute 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.

13. HURRICANES, TROPICAL STORMS, ACTS OF GOD: Broker shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing between Broker and Landlord.

14. REPAIRS: All maintenance and repairs to the Property under this agreement or otherwise done to the Property shall be subject to the Landlord's prior consent, provided however the Broker shall have authority without such consent of the Landlord to authorize and obligate Landlord to pay for any item of repair or maintenance costing less than \$300.00.

Broker shall have the authority to institute repairs even if over the aforementioned limit 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 or comfort of the tenant(s) or the welfare of the property, or if such repair is necessary to maintain services to the tenant and the premises as required under the lease applicable to the property, or if such repair is required to comply with any applicable law, statute, ordinance, regulation or code. In the event repairs are made, 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 cleaning unless Landlord has notified Broker in writing prior to the commencement of repairs to use someone else that Landlord has selected, makes arrangements with, and pays direct, and indemnify

and hold Broker harmless for payment of same.

15. MANAGEMENT FEES, OTHER FEES AND COMMISSIONS: In the event there is a new lease agreement entered into (7 months or longer), the commission/ procurement fee will be **50%** of a full month's rent, half of which shall be paid at the time of this agreement and the remaining half at the time of the execution of the lease. The commission paid to renew a lease shall be **25%** of a full month's rent each time the lease is renewed. In the event of a two-year lease agreement, there will be a 25% commission of a full month's rent paid at the time of the 1-yr anniversary.

Broker shall be entitled to a management fee of **10%** of rents or money paid by the Tenant each month or, in the event of a full or partial buyout of the lease by the Tenant or retained from the security deposit, 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 application fees and late fees/charges and forfeited deposits. If 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 part upon the advice of Broker' legal counsel and Landlord agrees to hold Broker harmless for same. Broker will provide a wide variety of services such as, monthly Profit & Loss Statements, arranging for and supervising repairs, inspections, collection and payment of applicable Florida State and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc.

16. If the Landlord shall desire to sell the property during the term of this management contract or any extension thereof, the Broker shall have the exclusive right to sell the said property for such a price and on such terms as may be agreed to by the Landlord, and upon the sale of the property during such period, whether the sale is affected by the Broker or otherwise, the Landlord agrees to pay the Broker a 5% commission on the gross sales price.

17. 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 with return receipt requested to the Broker's address as indicated hereafter and deemed delivered upon actual physical receipt thereof, not the date of mailing.

18. LEASE SIGNING: There will be an administrative charge to the Tenant of \$45.00 for the preparation of a new lease, and a charge to the Landlord of \$30.00 for the renewal of the same lease. These charges are to cover the attorney's fees and shall be collected from the first monies received. Broker or Broker's agents are given the authority to sign all leases and a specific power of attorney is attached.

19. FEDERAL FAIR HOUSING ACT: Landlord shall not ask or expect Broker to place any restrictions on the property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status.

20. Broker advises Landlord to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice. In the event of any litigation between Broker and Landlord, the prevailing party shall be entitled to the award of all fees and costs.

21. ADDITIONAL CLAUSES: _____

22. Signatures, initials, documents referenced in this Agreement, counterparts and modifications

communicated electronically or on paper will be binding and acceptable for all purposes. The parties also agree that this agreement may be executed by facsimile and such facsimile shall be binding as originals.

LANDLORD	DATE	LANDLORD	DATE
_____	_____	_____	_____
SSN / EIN		SSN	
Landlord US citizen: Yes_____ No_____			
Landlord's Mailing Address: _____			
Phone #: W. _____ H. _____ C. _____ Fax _____			
Phone #: W. _____ H. _____ C. _____ Fax _____			
Email _____		Email _____	

Broker DATE

91 Branscomb Road, Ste. 11, Green Cove Springs, FL 32043
Phone: (904) 291-5070 Fax (904)291-0368

Email: AtHomeRealtyServices@gmail.com

SPECIFIC POWER OF ATTORNEY TO SIGN LEASE

Landlord/Landlord(s), hereinafter Landlord(s), hereby grants Broker or Broker's Associates Kimberly Crews, or David Crews, with At Home Realty Services, LLC, who hold current, valid real estate Brokers licenses, hereinafter Broker, the specific power of attorney to sign lease(s) and/or lease renewals (unless specifically not authorized by Landlord(s) in writing by certified mail at least 60 days prior to any renewal period) on managed or finder fee rental properties on behalf of Landlord(s) and thus bind Landlord(s) to the terms of the lease agreement(s). Landlord(s) agree that they alone own the managed properties and that there are no other undisclosed landlords of the properties. Broker is given the exclusive right to screen and approve or disapprove prospective tenant(s). Landlord(s) warrant 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. Landlord(s) agree to indemnify Broker in the event that the unit managed is not a legal rental unit or is in violation of any rules, codes, ordinances or laws.

Property Address:

LANDLORD NAME PER DEED _____

Landlord

Landlord

Witness

Witness

Witness

Witness

_____/_____/_____
DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____ 20____.
THE ABOVE SIGNATORIES WHO DID NOT TAKE AN OATH AND ARE ____ PERSONALLY
KNOWN TO ME OR ____ PRODUCED THE FOLLOWING FORM OF ID _____

NOTARY PUBLIC SIGNATURE

PRINTED NAME

COMMISSION # _____

COMMISSION EXP. DATE _____

(SEAL HERE)