

EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

1.0 Parties

This Management Agreement is by and between

	As verified by the Property Deed, the owner(s) or legally appointed representative of the premises, hereafter called LANDLORD, and
Naples Homes and Rentals 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 property listed below.

LANDLORD affirms they are the exclusive owners of the premises and all co-owners shall sign this agreement. LANDLORD warrants the property to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws or ordinances.

2.0 Property Address

Full Street Address		City	
		State	
Community		Zip	
Year Built		County	

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, or rooms are specifically excluded by LANDLORD in writing. If unit is leased on a short term basis, LANDLORD may reserve one storage closet for LANDLORD'S personal use (one closet per bedroom must be accessible to TENANT).

3.0 Term

The Management Agreement shall be binding upon the party's successors, entity changes, estate and assigns and shall remain in full force and effect from _____, 20___, to _____ 20___, a period of 24-months, unless terminated by either party in writing.

BROKER will notify LANDLORD 60-days prior to Management Agreement expiration. At any time, LANDLORD may renew or terminate Agreement by email, or by other writing instrument. In the event the Agreement is terminated by LANDLORD, 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.

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 the Management Agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT(S) or other persons, interfere with the Management Agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD or if the LANDLORD is delinquent in the payment of any taxes, fees, assessment fees, bills, fines or any other financial obligations related to the premises or the BROKER. 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 BROKER. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposits held on behalf of the TENANT.

4.0 Management

4.1 Management - Rental Rates

After providing LANDLORD with market comparables, the BROKER will use their best efforts to lease or rent LANDLORD's property following this pricing guidance:

Rental Type + Deposit	Months	Estimated Monthly Rent
SEASON	December-April	
SEASON SHOULDER	November + May	
OFF SEASON	June-October	
SEASONAL SECURITY DEPOSIT		
ANNUAL	8 months+	
ANNUAL SECURITY DEPOSIT	BROKER'S Discretion	One month's rent

In consultation with the LANDLORD, rental rates will be reviewed annually to determine whether adjustments are necessary.

LANDLORD agrees to hold BROKER harmless 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(S) for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything. Any rent reduction must be approved in writing by LANDLORD.

4.2 Management - Fees and Commissions

BROKER is entitled to a commission from all rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and will retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, application fees, nonrefundable pet fees minus any pet damages and late fees/charges.

Type of Rental	NHR Commission as a Percent of Gross Rent
Seasonal Guest or Annual Tenant	15%
Two or more managed properties	13%
Discount for owner referral of tenant, or owner referral of a new rental property	2%

If TENANT prepays rent in advance, such rent will be held in escrow and will be distributed to LANDLORD less commission and any fees owed by LANDLORD each month when it becomes due.

4.2 Management - Distribution of Funds/Proceeds

Collected or received monies are held in BROKER's bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services.

BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in the Agreement on the Commencement Date of the lease, unless that date falls on a federal bank holiday, in which case, proceeds will be paid on the next bank day.

BROKER will send LANDLORD proceeds by check, direct deposit or ACH and also may send all statements by email to LANDLORD. LANDLORD shall provide BROKER with all necessary information for ACH deposits.

To minimize legal disputes and liability to the LANDLORD and the BROKER, BROKER retains the right to refund any deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same.

4.3 Management – Property Marketing

BROKER uses many methods to advertise the property for rent and LANDLORD gives BROKER the authority to use all legal means of advertising at the choosing of BROKER at BROKER'S expense. BROKER shall not be responsible or liable for damages, costs, or claims due to inaccurate information supplied to BROKER by LANDLORD or third parties.

5.0 Lease

5.1 Lease - Florida State Sales Tax

By law, all leases 182 days or less are taxable. LANDLORD is required to collect applicable taxes from TENANT. BROKER agrees to help facilitate the setup of sales tax licenses and remit taxes collected to the appropriate taxing authority.

5.2 Lease – No Smoking

LANDLORD's property will be designated as non-smoking, unless otherwise agreed to in writing.

5.3 Lease – Treatment of Utilities

For annual leases, if allowed by law and unless otherwise agreed to by the parties, TENANT(S) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. 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. Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly.

For seasonal, short-term leases, (less than 182-days), LANDLORD shall provide the following unless otherwise stated in the lease: all electric, gas and/or propane, basic plus cable service (minimum of 70 channels including sports and news and local channels as well as TWO (2) premium channels, including HBO and another movie channel), local phone service, wireless internet, water service, and trash. LANDLORD shall provide inside and outside pest control, repair and replacement of all interior fixtures and appliances, replacement light bulbs and filters.

5.4 Lease Cap - Single Family Homes with Pools, Seasonal Lease

LANDLORD shall be responsible for the first \$250.00 per month of combined electrical, gas and water use and TENANT shall be responsible for any overage, to be claimed against TENANT's security deposit. LANDLORD shall provide all utility bills to BROKER within 10 days of tenant's departure; otherwise, LANDLORD waives right to claim said charges from TENANT'S security deposit.

5.5 Lease – Pool, Lawn and Property Maintenance

If applicable, LANDLORD shall maintain a professional, licensed and bonded lawn and or pool service company at LANDLORD'S expense. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage as the cost to raise it is minimal.

5.6 Lease – Excluded Amenities and Additional Amenities

Any appliances, hot tubs, grills or amenities that the LANDLORD is not responsible for maintaining must be disclosed to BROKER by LANDLORD in writing. If a major amenity is not working and LANDLORD does not plan to fix or replace, then that amenity will be disclosed to TENANT as an addendum in the lease.

BROKER recommends that bicycles, exercise equipment and the like be locked at arrival unless TENANT signs waiver and hold harmless agreement in advance of arrival.

BROKER recommends LANDLORD'S whose properties have a boat lift and a boat dock, require TENANT to secure additional liability insurance, and TENANT signs waiver and hold harmless agreement in advance of arrival.

5.7 Lease - Pets

Due to the regulatory environment concerning pets, BROKER encourages LANDLORD to classify its property as pet-friendly. Under Florida law, qualified service animals and emotional support animals

are considered individuals, and additional fees cannot be collected for cleaning. If property is classified as pet friendly, BROKER will charge a \$250 pet fee per pet to be remitted to the owner, and a \$400 pet cleaning fee for carpets and an additional amount if designated cleaners determine hair or dander to be overwhelming (especially for a cat(s)). If LANDLORD does not want to be classified as pet-friendly, or cannot have pets on the property due to health concerns, LANDLORD must notify BROKER in writing to that effect.

5.8 Lease – Approval Subject to HOA and Condominium Authorities

If LANDLORD'S property is located in a Home Owners Association or Condominium Association, TENTANT's lease shall be subject to the Declaration pertaining the rules and regulations of the Association and Board of Directors. LANDLORD will make best efforts to keep BROKER informed of all current rules and regulations, and for payment of any recreation fees, liens, deposits, and/or other fees, fines levied by the association, or assessments and LANDLORD 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 imposed by the HOA or Condo Association. BROKER will make its best efforts to legally force TENANT to comply with the Rules and Regulations. If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.

5.9 Lease – Furnishings, Fixtures and Inventory

For insurance purposes, the LANDLORD should maintain a current list of furnishings, fixtures and accessories.

Importantly, BROKER has classified LANDLORD'S property as a luxury rental. In laymen's terms, that means – "hotel ready." TENANTS have demanding expectations, e.g., flat screen TV's, new appliances, new bedding, etc. In order to command the highest market rate possible and to remain competitive in the rental market, BROKER recommends LANDLORD keep the furnishings and inventory current.

In the event the LANDLORD removes furnishings or items from the property or the inventory list provided by the LANDLORD is inaccurate, the LANDLORD agrees to indemnify and hold BROKER harmless for any damages, liabilities, or costs due to claims for concessions or rebates by the TENANT.

LANDLORD understands that it is not advisable to leave any personal property on the premises and LANDLORD shall hold BROKER harmless for any loss of that personal property for any reason.

Units leased on a short term basis must be furnished according to the required inventory list provided to LANDLORD. BROKER is authorized to purchase items on behalf of LANDLORD if LANDLORD does not provide a required item and charge will be deducted from monies on hand or future rental income.

6.0 Landlord

6.1 Landlord – HOA, Insurances, Mortgage

LANDLORD shall pay direct any Condominium/HOA maintenance fees, taxes, insurance, mortgages, assessments 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. LANDLORD MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, it's 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 BROKERS negligence. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage. If TENANT is required to purchase "Renters Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to BROKER and "Renters Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORDS property. If the LANDLORD requires the TENANT to purchase renter insurance, LANDLORD must direct BROKER in writing PRIOR to the lease signing and must specify what type of Renter's Insurance is required. LANDLORD agrees to hold BROKER harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.

BROKER recommends LANDLORD review its "Loss of Rental Income" provisions for rental income sufficiency, i.e., at a minimum, coverage of three-to-four months of rental income loss. SWFL is in the eye of many major storms, and there are many situations where a plumbing or electrical or mold or other issue might render the property uninhabitable and therefore unrentable for an extended period of time. If a lease is in place, and the property deemed uninhabitable, then BROKER would be obligated to place TENANT elsewhere.

6.2 Landlord – Hurricanes, Storms, Acts of God

BROKER is not responsible for damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes, and the like. BROKER recommends LANDLORD retains a service to put up and take down hurricane shutters; reliance on a TENANT is not recommended.

6.3 Landlord - Lease Signing

LANDLORD shall promptly sign leases, extensions and required transfer or application documents.

6.4 Landlord – Broker's Authority, Annual Lease Background Checks

BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to conduct a background check on the TENANT(S), to screen and approve or disapprove prospective TENANT(S), to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S 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.

Due to laws which affect disclosure of private and credit information, LANDLORD shall not be provided with the TENANT'S credit report and/or application unless specifically authorized in writing by the TENANT(S) and the provider of the credit report. If an applicant does not meet BROKER'S rental criteria and BROKER feels that LANDLORD may wish to override BROKER'S judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that BROKER supplies LANDLORD.

BROKER is given the Exclusive Right to deliver, on LANDLORD's behalf, any default notices to TENANT(S) as may be necessary. Any legal notices or institution of eviction or damage proceedings against TENANT(S), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an eviction attorney to perform the eviction.

BROKER does not practice law. Costs and Attorney's Fees to evict TENANT(S) or otherwise will be paid by LANDLORD in advance and when due and LANDLORD agrees to hold BROKER harmless for same. 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 above, and agrees to remit same to BROKER.

BROKER is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

6.5 Landlord – Tenant's Security Deposit, Damages and Missing Items

BROKER is not responsible for damages to the premises under any circumstance or for 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 amounts due, charge the TENANT(S) accordingly as per Florida Statutes 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. LANDLORD understands and agrees that the Security Deposit belongs in full to the TENANT(S) unless a claim is made upon the Security Deposit AND BROKER is hereby granted to the sole authority to make claims as BROKER deems appropriate. LANDLORD shall not interfere with this process and shall accept BROKERS claim if any on the Security Deposit.

6.6 Landlord – Repairs and Emergencies and Cleaning

BROKER does not maintain an owner's reserve account for LANDLORD. LANDLORD is expected, at their direct expense, to address any and all repairs within a 48-hour period of time. For emergencies, time is of the essence. BROKER maintains a 24/7 emergency hotline for TENANTS to report incidents. In the event of an emergency, BROKER will manage the immediate situation; LANDLORD will be expected to reimburse BROKER for any out-of-pocket emergency fees incurred from a vendor.

LANDLORD must make themselves available for BROKER calls during repairs or an emergency. BROKER assesses no additional fee for this service, but expects the LANDLORD to immediately pay bills or reimburse

BROKER recommends using its network of cleaning vendors to professionally clean your property prior to a TENANT'S arrival. If the property has not be rented for three months prior to TENANT'S arrival, it must be professionally cleaned, at the LANDLORD's expense.

6.7 Landlord – Notices and Tenant Communication

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 return receipt requested to BROKERS address, and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances BROKER may request communication by email, mail or fax and if so, such communication shall be binding and legally sufficient.

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 and continuing to hold LANDLORD liable for commissions due.

6.8 Landlord – Environmental Hazards, Mold, Bedbugs

TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards, e.g., mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER' actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD and BROKER from claims made by the TENANT. Such inspection will not be performed unless the LANDLORD is notified first and authorizes the inspection.

6.9 Landlord – Pre1978 Properties

Federal EPA rules require BROKER to provide the TENANT with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws beginning in 2011 require almost all workers on pre 1978 home to be certified under the Renovation Repair and Paint Rules. (RRP) Please do not use any friends, vendors, handymen or ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

6.10 Landlord – Collections and Small Claims Court

BROKER is not an attorney or licensed debt collector and shall not engage in any collection activity including but not limited to Small Claims Court cases or placing the account with a collection agency for LANDLORD, for monies that may be owed by TENANT after TENANT vacates or for prosecuting checks or money orders from TENANT that may be returned NSF, Closed Account or Stop Payment. LANDLORD may hire a collection agency or attorney of their choosing. COMMISSION and OTHER LEGAL DISPUTES: In the event of any litigation between the LANDLORD and BROKER, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in the county where the BROKER's office is located. This county is currently Collier and can change. Both LANDLORD and BROKER waive any rights that they may have to a jury trial.

6.11 Landlord – Foreclosure Proceedings and Assignments of Rents

In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that BROKER shall comply with any court order and/or at BROKER'S discretion disburse rent monies to the requesting party based on advice of BROKER'S legal counsel. If any of the aforementioned occurs, LANDLORD gives BROKER the full right and authority to disburse the security deposit or advance rent held by BROKER to any party including the TENANT even if the TENANT is still residing on the premises or owes rent.

IMPORTANT FAIR HOUSING NOTICE

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, please do not ask or expect us to place restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

THE PARTIES AGREE THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING.

Executed this _____ day of _____, 20_____.

LANDLORD:

Name(s)			
Phone(s)			
Email(s)			
Permanent Address			
Signature(s)		Date	

AGENT:

Name		Signed	
Phone			
Email		Date	

APPROVED BY BROKER

Signed		Date	
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Michelle Craft, Managing Broker, Naples Homes and Rentals, Inc.