

CROSSVIEW

PROPERTY MANAGEMENT

PROPERTY MANAGEMENT AGREEMENT

1. This Agreement shall become effective (the "Effective Date") upon the date this Contract is signed by both Parties and continues until terminated by Owner or Broker. Owner hereby employs Broker, giving Broker the exclusive right to rent, lease, and manage Owner's property (hereinafter called the "Property") known as _____ under the terms and conditions herein set forth. Broker accepts the management of the Property upon the terms herein provided. Owner warrants and represents to Broker that Owner is legally entitled to enter into this Agreement and lease the above-described Property. Property Owner(s) hereinafter referred to as "Owner" _____ . Property Management Company hereinafter referred to as "Broker," **CrossView Property Management**.

Mailing Address: 9393-2 Mill Springs Dr, Jacksonville, FL 32257; Phone: (904) 855-7933;
Email: rentals@crossviewpm.com

2. This Agreement is binding upon and shall insure to the benefit of Owner, Broker and their respective heirs, personal representatives, successors (excepting "successors-in-interest" as defined by the Protecting Tenants at Foreclosure Act of 2009), and assigns. In consideration of the mutual promises contained, Owner and Broker Agree as follows: **Discrimination**- Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin, or any other classes protected by federal, state or local law and not to ask or expect Broker to impose such restrictions on the rental of the Property. **Exclusive Authority of Broker**- Owner agrees to pay Broker the fees described herein, whether the Property is leased by Broker, Owner, or any party other than Broker during the term of this Agreement or if Owner leases the Property within ninety (90) days following termination of this Agreement to any prospect with whom Broker or Owner communicated during the term regarding the leasing of the Property. If requested, Broker agrees to provide Owner with a list of the prospects with whom Broker communicated during the term. If a tenant is already in place when this agreement is executed, Broker will not charge a tenant placement fee for this tenant.
3. **Management Authority and Broker Responsibilities**- Owner expressly grants to Broker the following authority, powers and rights, any or all of which may be exercised in the name of Owner, in Broker's name alone, or in the names of both, and Owner shall assume all responsibilities for expenses in connection herewith:
 - To advertise by all legal means necessary and proceed with agreed-upon rental within the range of \$ _____ per month.
 - To sign all leases.

- To collect Security Deposit to be held in a non-interest bearing account in Florida.
- Full management and control of the Property with authority to collect all rent and other monies and securities from Tenants in the Property.
- To accept and qualify applications for rental and to perform credit checks and other screening services, to approve or decline such applicants according to Broker's policies. Owner shall not be provided with the Tenants' credit report and/or Application.
- To prepare and negotiate new leases and renewals of existing leases in which Broker is authorized to execute leases and renewals.
- To have repairs made, to purchase necessary supplies, to provide for all negotiation and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance, or repair services deemed necessary by Owner and/or Broker or to comply with applicable building, housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. Prior to making repairs, CrossView Property Management can require payments from landlord, and landlord shall hold manager harmless for any delay or failure to make a repair if the funds are not available.
- To conduct routine preventive inspection and maintenance on the rental unit to ensure the safe habitation of the occupants. Broker is authorized to inspect (at the owner's expense) fireplaces and chimneys in the rental unit on an annual basis (or as otherwise required) for proper functioning and to conduct cleaning and maintenance of fireplaces and chimneys as required at the Owner's expense; and to replace, at Owner's expense, any batteries in smoke or toxic gas detectors located in the unit at or near the time a new tenant begins occupancy or at or near the time a renewing tenant's new lease term begins. Items that exceed **Three hundred U.S. dollars (\$300.00)** in cost – with the exception of emergency repairs – will require Owner's approval.
- To arrange at owner's expense the following as needed and deemed advisable by Broker - utility services, landscaping services, vermin extermination, trash removal, repairs necessary to maintain services to the tenants as called for by their tenancy. Repairs will be paid from Owner's funds. If depleted, owner will promptly reimburse Broker for expenditures.
- To change locks (if necessary) between tenancies.
- To advertise the Property when vacant or in anticipation of vacancy.
- To serve any and all applicable legal notices upon Tenants and to initiate legal actions to terminate tenancies, evict Tenants, and recover rents and any other sums due by employing, with owner's approval (at the expense of the owner), a reputable attorney.
- To collect from Applicants or Tenants any or all of the following: application fees, late rent fees, non-negotiable check fees, legal notice services fees, or any other fees that may now or in the future become a Tenant obligation. All such fees shall belong to Broker to offset Broker's time and expense for handling additional work and responsibilities related to such fees. Any outstanding Tenant obligations at end of tenancy may be deducted from Tenant's security deposit and/or last month's rent. Using any lawful means, Broker shall resolve disputes over security deposits and any other sums due. Broker is authorized to compromise and settle claims on Owner's behalf as may be necessary or prudent in Broker's judgment.
- To accept or decline checks for rental and other payments due from Tenants according to Broker's policies. Broker shall not be held liable for bad checks or money not collected. Owner shall reimburse Broker for any sums disbursed (to owner) on the faith of such checks should they be uncollectible for any reason. Owner agrees to hold Broker harmless for any failure to secure Tenants for the Owner, any cancellation by the Tenants and/or failure to collect any rents or monies due from the Tenants for any reason.
- To make every reasonable effort to collect rents and other monies from Tenant when and as they become due. Broker does not guarantee the payment of Tenant obligations. Broker may employ

at owner's expense and with agreement from owner collection agencies, attorneys, or any other reasonable and lawful means to assist in the collection of any outstanding Tenant obligation.

- To render monthly statements to Owner of income and expenses and to disburse to Owner the net proceeds of such accounting. Our goal is to process disbursements by the tenth (10th) day of every month. Broker may reserve Owner's funds to meet obligations that are, or may become, due thereafter.
- To deposit all receipts collected for Owner or held on behalf of Tenant in accounts separate from Broker's personal funds. Broker shall not be held liable in the event of bankruptcy or failure of depository (such as a bank or banking institution.) Broker may require releases from all parties in the event of a controversy before disbursing escrow funds.
- To take direction from Owner regarding pet policy other than animals used for assisted living purposes. Broker has such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement. Broker assumes no responsibility for any other services unless agreed to in writing.
- To assist in the administration and coordination involving all areas of routine and preventative maintenance including but not limited to any and all heating and cooling systems, plumbing, electrical, sprinkler systems, alarm systems, roof repair and replacement, exterior painting, yard fertilization and pest control.

4. **Owner Provides the Following Assurances:**

- He/she/they constitute all Owners of the Property and will provide a copy of the deed if requested by Broker.
- 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.
- **All mortgages, and taxes, insurances and association dues are currently paid and are not in default, that the Property is not now the subject of a foreclosure or pending foreclosure action. In the event a foreclosure action is filed against Owner, Broker shall be notified immediately in writing. Owner shall indemnify, defend, and save Broker harmless in any foreclosure action. Tenant will be allowed to cancel their lease at any time without penalty should foreclosure action be filed against owner.**
- To provide three house and mailbox keys, all garage remotes, pool keys, etc., or Broker will obtain them at Owner's expense.
- To maintain the property in a safe and habitable condition. Owner warrants that all fixtures and operating systems, including without limitation, plumbing, air conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mailbox and attached lighting fixtures are in satisfactory operating condition.
- To reasonably approve all needed capital expenditures indicating exactly what Owner intends or does not intend to have performed and to handle all insurance claims and insurance matters directly with Owner's insurance carrier. Owner shall be responsible for the contractor's acts, defaults and negligence and will advance funds to broker for all capital expenditures exceeding the Property's gross monthly income.
- To be responsible for payment of the following recurring expenses: mortgage payments, taxes, fire or other insurance premiums, Homeowner/Condominium Association obligations, and any other expenses unless that responsibility has been accepted by Broker in writing. Broker shall not be required to advance his own money to pay any Owner obligations.
- To keep Broker informed of any changes of Ownership interest in the Property.

- To provide Broker with current and up-to-date copies of any applicable Condominium or Homeowner Association rules and regulations. In the event Tenants fails to comply with the rules and regulations and the Association or Board levies fees, fines, or assessments against Owner, Broker shall not be liable for the payment of such obligations.
- To arrange for and pay for any leasing permits which are a requirement of Home Owner Associations.
- To Allow Broker to check as needed with Home Owner Association if dues are current.
- Owner agrees to maintain tenant-occupied insurance coverage on the property at all times in the amount of not less than \$300,000 per person and \$300,000 per occurrence and at the request of the Broker shall furnish proof of insurance. Owner must notify the insurance company that the Property is being used as a rental. Owner agrees to indemnify Broker for any damages suffered as a result of any lapse in or failure by the owner to maintain insurance coverage.
- To authorize Broker to use a self-show lock box on any property, occupied or vacant. Owner acknowledges that the lock box procedure used by Broker has been fully explained to Owner by Broker and that the use of the lock box is intended to make access to the Property easier. Owner is aware of the potential for security risks regarding the use of a lock box.
- To provide Broker with all information Owner knows about lead-based paint and lead-based paint hazards as required by federal law for properties built prior to 1978.
- To maintain (at Owner expense) a professional licensed bonded pool service, if the Property has a pool. 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 a pool. If you have a pool, we recommend you increase your insurance coverage. This is typically a minimal expense.
- Owner further certifies to Broker that to the best of Owner's knowledge the Property does not have any urea formaldehyde foam or asbestos, or levels of radon gas that exceed federal guidelines, and that the Property is not contaminated by any hazardous substance as that term is defined by any federal, state or local law.
- Regarding utilities if allowed by law and unless otherwise agreed to by the parties, Tenants are required to have all utilities in their own name. In any lease where the Tenants shall have use of the Owner's utilities and be responsible for all or part of the bills, Owner shall pay the entire bill in a timely manner. Under no circumstances shall Owner cause the termination of these services and Owner agrees to indemnify Broker for any damages or litigation fees/cost incurred by Broker if Owner improperly terminates a utility service.
- Owner acknowledges that Broker will rely upon all of Owner's representation regarding the Property when dealing with prospective tenant(s). Owner will immediately inform Broker of any material facts affecting the property that arise after signing this Agreement.
- Termite Coverage - LANDLORD shall execute and maintain, at LANDLORD'S expense, termite warranties with a licensed or a bonded Termite Bond Company for the property and pay directly all renewal, annual, bi-annual, quarterly, or monthly fees associated in order to maintain termite coverage. CrossView Property Management assumes no liability whatsoever for LANDLORD'S failure to execute and maintain termite coverage.
- Lawn Maintenance - LANDLORD shall provide a monthly and/or quarterly lawn maintenance service. The following are LANDLORD responsibilities: mulching (including spreading), fertilization (including application) and exterior eradication of destructive organisms. CrossView Property Management ASSUMES NO LIABILITY FOR CONDITIONS OR DESTRUCTION OF LAWN, SHRUBS, OR TREES.

5. OWNER AND BROKER MUTUALLY AGREE:

- To be governed by and construed in accordance with the laws of the state of Florida. Should one or more of the provisions contained in this Agreement be held to be invalid, illegal, or unenforceable, that disability shall not affect any other provision of this Agreement. Exclusive venue for any dispute regarding this agreement is _____ County, Florida.
- In the event legal procedures are necessary to enforce any provision of this Agreement, the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees. Written authorizations required herein may be executed by signing an original copy and transmitting same by electronic signature. Such signatures shall be binding as original signatures. Broker may delegate Broker's rights and duties under this Agreement to Broker's licensed real estate salespersons and broker/associates.
- That owners will not attempt to contact tenants directly and that all communications with the tenants and their guests must go through CrossView Property Management only.
- If landlord has notified CrossView Property Management prior to commencement of repairs to use landlord's third-party vendor, landlord will make arrangements with the third-party vendor directly. Landlord agrees that they shall pay the third-party vendor directly and indemnify and hold CrossView Property Management harmless for payment of same or for said vendors failure to abide by state, local, or federal law.
- Waiver of Jury Trial - All controversies and claims between Owner, Broker and Tenant(s), directly or indirectly arising out of or relating to this agreement will be determined by non-jury trial. Owner, Broker and Tenant(s) jointly and severally, hereby knowingly, voluntarily, and intentionally waive any and all right to a trial by jury in any litigation, action or proceeding involving Owner, Broker and Tenant(s) whether arising directly or indirectly from this Agreement or this transaction or relating thereto.

6. COMPENSATION OF BROKER - In consideration of the services to be rendered by Broker, Owner shall pay Broker each month any and all of the following forms of compensation as may be applicable as they become due:

- **TENANT IDENTIFICATION AND PLACEMENT:** _____ percent (____%) of first full month's rent. If owner finds the tenant, that fee will be reduced to 25%. Any Tenant identified by the Owner will still be subject to CrossView Property Management's tenant approval process. If the tenant and their lease are already in place, there will be no Tenant Identification and Placement Fee paid to Broker. Please note that the Management Fee will not be collected in the same month that the Tenant Placement Fee is collected.
- **FOR MANAGEMENT:** _____ percent (____%) of gross monthly rents collected. CrossView Property Management shall deduct its management fee from any liquidated damages collected on the early lease terminations.
- **MAINTENANCE OVERSIGHT:** If the cost of the work is more than \$3,000 **and** either the number of items to be addressed by work order is more than two, or the number of vendors required to accomplish the project is more than two, we will charge 10% on the total cost of material and labor.
- **MAINTENANCE RESERVE:** At signing and acceptance of the Management Agreement, Owner agrees to contribute and maintain a Three Hundred U.S. Dollars (\$300.00) expense fund to cover miscellaneous items such as lawn maintenance, utilities, and miscellaneous repairs. This fund will be maintained by Broker. The fund will automatically be replenished from the rent received or from a contribution by Owner.
- **SALE:** Assuming Broker places a tenant, if a sale or exchange of the property by Owner to that tenant, spouse of such tenant, or to anyone acting directly or indirectly on that tenant's behalf occurs during the terms of the lease or for a period of six months after the tenant vacates, a

brokerage fee of 3% of the total purchase price shall be paid by Owner to Broker no later than closing of the sale, due to the fact that the Broker would have been the procuring cause of the sale. If a sale or exchange of the property is made to any other party during the term of this Agreement, the terms and conditions of this Agreement shall be binding on other party.

7. **LEASING GUARANTEE:** If Tenant has been qualified by Broker and defaults on the original lease term, or in the event of a military transfer, Broker will re-lease the Property and will only charge a pro-rated amount of the normal _____% of first month. As an example, if a tenant leaves after six months, CrossView Property Management will re-lease the Premises for _____% of first month.

Monthly income collected shall be applied chronologically beginning with the earliest obligation, including Broker's compensation. The remaining balance, if any, shall be available for remaining obligations and recurring expenses. Owner assumes full responsibility for consequences resulting from late payment or non-payment of any obligation or recurring expenses should Broker be unable to make said payments due to insufficient funds on hand, lack of income from the Property, non-delivery or delay of mail, or for any other reason beyond Broker's control.

8. **TENANT'S FAILURE TO PERFORM:** If prior to moving in, the prospective Tenant fails to perform any of the promises of their Lease, the deposit(s) paid or agreed to be paid by prospective Tenant may, at Broker discretion be retained. 20% of deposit retained will be kept by CrossView Property Management for administrative fee. 80% will be maintained for the account of Owner for liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims.

Prospective Landlord and prospective Tenant will be relieved of all obligations under this Contract if prospective Landlord fails to perform any of the promises of this Contract, the deposit(s) will be returned to prospective Tenant without waiving action for damages resulting from Prospective Landlord's breach.

9. **PETS:** If pets are accepted, a non-refundable pet fee of \$250 per pet will be paid by tenant to Broker for owner account.

10. **TERMINATION**

- Broker may terminate this Agreement immediately with written or verbal notice if Owner's actions or inactions appear to be illegal, improper, or jeopardize the safety or welfare of tenants or others.
- Broker may withhold funds for thirty (30) days after the end of the month in which this agreement is terminated to pay any obligations.
- Either Owner or Broker may terminate this Agreement by giving the other party thirty (30) days' written notice of termination.
- Should Owner terminate this Agreement before Broker has placed a tenant, Owner shall pay Broker a termination fee of **\$300.00** to help cover upfront administrative and marketing expenses.

- If Owner terminates this Agreement after a tenant is in place, as provided herein, the Broker shall be entitled to collect the management fee for the remaining time the existing tenant rents the property.
- In the event this Agreement is terminated by either Owner or Broker, regardless of cause, the parties agree that Broker shall have no further obligation to rent, lease, or manage the Property.
- All provisions of this Agreement that indemnify, defend, and save Broker harmless to any and all matters shall survive any termination of this Agreement.

11. BROKER'S LIABILITY

- Broker shall not be responsible for nonpayment of or theft of any utility service by Tenant or be held liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.
- In the event Tenants damage the Property or owes monies to the Owner, Broker shall not be held liable for failure to make claims on any damages which were not readily apparent at move-out.
- Broker is not responsible for damage to the Property or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of Tenant or their guests.
- Broker shall not be responsible to take any precautionary measure to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes. This is regardless of presence of shutters or similar devices on the property.

NOTICES - For purposes of this Agreement, all notices required herein shall be deemed to have been served upon the other party when mailed to the noted addresses or to such other address changed by properly notifying the other party.

Broker advises Owner to consult appropriate professionals for advice on legal, tax, professional home inspection services relating to property condition, environment, foreign reporting requirements and other specialized matters.

- 12. ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS:** This Agreement embodies the entire understanding of the parties. All prior or contemporaneous agreements, understandings, representations, warranties, or statements, oral or written, are merged into this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties. This Agreement shall become binding upon the successors (excepting "successors-in interest" as defined by the Protecting Tenants at Foreclosure act of 2009) and assigns of Broker, and the heirs, administrators, executors, successors, and assigns of Owner, and may be sold or assigned by Broker to any person or entity legally qualified to fulfill its terms.

_____, DATE: _____ Ownership % _____
OWNER SIGNATURE

OWNER CELL PHONE **OWNER WORK PHONE** **OWNER EMAIL ADDRESS**

_____, DATE: _____ Ownership % _____
OWNER SIGNATURE

OWNER CELL PHONE **OWNER WORK PHONE** **OWNER EMAIL ADDRESS**

_____, DATE: _____ Ownership % _____
OWNER SIGNATURE

OWNER CELL PHONE **OWNER WORK PHONE** **OWNER EMAIL ADDRESS**

OWNER ADDRESS

EMERGENCY CONTACT **PHONE NUMBER** **RELATIONSHIP**

BROKER OR AGENT OF BROKER SIGNATURE