



SUNDANCE RENTAL MANAGEMENT, INC., REALTOR
 652-G North Beal Parkway
 Fort Walton Beach, FL 32547-3577
 (850) 863-3292 (850) 862-3440 Fax
 ms@sundance.gccoxmail.com



EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

**S
P
A
R
T
I
E
S**

This agreement between the owner or legally appointed representative of the premises: _____ hereafter called LANDLORD and Sundance Rental Management, Inc. REALTOR, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following properties:

**E
N
T
I
R
E
P
R
E
M
I
S
E
S**

The property includes the entire premises in full UNLESS any area such as shed(s), storage closet(s), garage(s), attic, crawl space(s), other storage areas, sheds or rooms are specifically excluded by LANDLORD in writing.

**T
E
R
M**

It is mutually agreed by and between the parties that 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 the _____ Day of _____, _____ and will be in effect for one year and will automatically renew for successive year periods at the anniversary date.

**T
E
R
M
I
N
A
T
I
O
N**

TERMINATION OF AGREEMENT - This agreement may be canceled by either party giving written notice of cancellation in which event this agreement shall terminate thirty days after service of such notice. In the event the premises are occupied by a tenant procured by the Agent, and Owner desires to terminate this agreement, Owner agrees to pay Agent 50% of one month's rent as consideration for termination agreement prior to expiration date.

**I
M
M
E
D
I
A
T
E
T
E
R
M
I
N
A
T
I
O
N**

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 are illegal, improper or jeopardize the safety or welfare of any TENANT(s) or other persons. 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.

**R
E
N
T
A
L
S**

BROKER will use his best efforts to lease or rent with the following terms: first month's rent and security deposit will be collected before occupancy.

**D
E
V
I
A
T
I
O
N
S**

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, any cancellation by the TENANT(s) and/or failure to collect any rents or monies due from the TENANT(s) for any reason.

**R
E
N
T
A
L
R
A
T
E
S**

Rental Rates will be the current market rate as determined in the sole judgment of BROKER or no less than \$ _____ per month.

**I
N
S
U
R
A
N
C
E
/
F
E
E
S
/
T
A
X
E
S
/
C
H
A
R
G
E
S**

LANDLORD shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. LANDLORD agrees that they shall 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 agrees to name BROKER as an additional insured on all policies. 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. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance.

UTILITIES

If allowed by law and unless otherwise agreed to by the parties, TENANT(s) are required to have telephone service, cable, electrical service, water service and all other utilities 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).

CONDOMINIUM / HOMEOWNERS ASSOCIATIONS

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. Under and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land 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.

INVENTORY

The LANDLORD shall deliver a copy of the unit inventory and it is the LANDLORD's responsibility to keep this inventory current.

WARRANTIES

LANDLORD is to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist.

LEASING AND MANAGEMENT

BROKER is given the Exclusive Right to screen and approve or disapprove prospective TENANT(s), to deliver, on LANDLORD's behalf, any default notice to TENANT(s) as may be necessary. Any legal institution of eviction or damage proceedings against TENANT(s), through the courts or otherwise, must be taken by the LANDLORD individually or BROKER shall hire an attorney to perform the eviction with LANDLORD's permission. Costs and Attorney's Fees to evict TENANT(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same.

TENANT DEFAULT

In the event TENANT(s) vacate voluntarily or involuntarily owing rent monies 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.

LEGAL UNIT

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.

DAMAGES OF MISSING ITEMS

BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of TENANT(s) or their guests. In furnished units, an inventory will be checked by BROKER or BROKER's Agent at TENANT departure.

TENANT CHARGES / SECURITY DEPOSIT CLAIMS

In the event TENANT(s) damage the premises or owes monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the TENANT accordingly and/or settle with the TENANT(s) upon advice of BROKER's legal counsel. 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.

BROKER'S AUTHORITY

BROKER is granted by the LANDLORD the right to manage the property as BROKER deems necessary, 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.

REPAIRS

BROKER is given the right to spend in the amount not to exceed \$ 150.00 in any one month to purchase items, make repairs, and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference.

EMERGENCY REPAIRS

In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems and emergency and or necessary in BROKER's sole judgment for the safety of the TENANT(s) or the welfare of the property, BROKER has authority to institute repairs, even if over the aforementioned limit.

REPAIR ACCOUNT

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.

FEES

BROKER shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed 'fees' in the Lease agreement.

LONG TERM RENTALS

There shall be a 10% of 1 Full Months Rent New Tenant Fee for all new TENANT(s). BROKER commission shall be 10% of rents received for Management of the Property. If the TENANT(s) remain for any additional terms or time periods after the initial term, the fee shall be 10% of rents received and an additional fee of \$25.00 each year Lease is renewed.

PROCEEDS

BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER's bank (usually 5 to 7 business days for local checks and 10 business days for out of state checks) should certified funds, cash or traveler's checks not have been received.

AUTHORITY TO SIGN LEASES

BROKER or BROKER's agent is given the authority to sign all Lease(s).

FACSIMILE SIGNATURES

The parties agree that this agreement may be executed by facsimile or e-mail and such facsimiles and e-mails shall be binding as if originals.

FAIR HOUSING

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective TENANT(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restriction on the properties we handle for rent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and have affixed their seals hereunto the day and year first above written.

Witness

Owner L.S.

Social Security Number

Witness

Owner L.S.

Social Security Number