



**SUNDANCE RENTAL MANAGEMENT, INC., REALTOR**  
 652-G N. BEAL PARKWAY  
 FORT WALTON BEACH, FL 32547-3577  
 (850)863-3292 (850) 862-3440 FAX



**MANAGEMENT AGREEMENT  
 NEW TENANT ONLY (NTO)**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between  
 \_\_\_\_\_ herein called OWNER and  
 SUNDANCE RENTAL MANAGEMENT, INC. REALTOR hereinafter called AGENT.

**WITNESSETH**

In consideration of the mutual promises and covenants herein contained, Owner and Agent agree as follows:

**ARTICLE I**

Owner hereby employs Agent to Rent or lease the property known as \_\_\_\_\_ upon the terms and conditions, hereinafter set forth, for the period of **One Year** or continuously until such time as this agreement is terminated, by either party, as herein provided. The effective date of this agreement is \_\_\_\_\_.

**ARTICLE II**

- (a) RENTING OF PREMISES - Agent agrees to use its best efforts in securing tenants and keeping the premises rented.
- (b) COLLECTION OF RENT - Agent agrees to use due diligence in collecting rents due and to deposit all monies collected for Owner in a special bank account maintained by Agent and not intermingle such funds with those of Agent.
- (c) LOSS OF FUNDS - Agent shall not be liable for loss of funds or personal property resulting from theft; bank failure; bank closing or other causes beyond Agent's control.
- (d) MONTHLY STATEMENT - Agent shall render to Owner a monthly statement of receipts and disbursements, emitting to Owner any balance shown to be due Owner. The disbursements shall include the compensation of Agent on the basis hereinafter provided.

**ARTICLE III**

- a) REIMBURSEMENT OF AGENT - Owner shall reimburse Agent promptly for any monies which Agent may elect to advance for the account of Owner. Nothing herein contained, however, shall be construed to obligate Agent to make such advances.
- b) REPAIRS - Owner authorized Agent to make or cause to be made such ordinary repairs to the premises as may be advisable or necessary and to purchase such supplies as may be advisable or necessary. Agent shall not, except in an emergency, make any major repairs without the consent of the Owner.
- c) LEASES - Owner authorizes Agent to negotiate and sign leases, for and on behalf of Owner, provided, however, that such leases are for a period not exceeding **One** year(s).
- d) LEGAL PROCEEDINGS - Agent may, in the name of and at the expense of the Owner, institute any and all legal actions or proceedings for the collection of rent or other income from the property or the ousting or dispossessing of tenants or other persons therefrom and such expense may include the engaging of counsel for any such matter.
- e) All deposit monies will be sent to the owner to be held in a Florida bank on behalf of the tenant(s).

**ARTICLE IV**

RENTAL RATE - It is agreed that the monthly rental rate shall be \$ \_\_\_\_\_ and that the Agent shall have the authority to adjust this rate at his discretion, dependent upon economic conditions existing from time to time. In no event, however, shall the rental rate be less than \$ \_\_\_\_\_ without the express approval of the Owner.

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ARTICLE V

SAVE HARMLESS - Owner agrees to hold and save Agent free and Harmless from damages or injuries to person or property by reason of any cause whatsoever, either in, and about the premises or elsewhere when Agent is carrying out the provisions of this contract or acting under the express or implied directions of Owner.

ARTICLE VI

AGENT COMPENSATION - Agent's compensation for securing a tenant for the premises shall be as follows:

- a. 50% NEW TENANT FEE - FIRST FULL MONTH'S RENT ONLY, NO MANAGEMENT INVOLVED
- b. Agent will execute a renewal lease at lease expiration for owner for an advanced, flat, fee of \$50.00;
- c. Agent will execute a renewal lease, deliver and inspect property and report to owner for an advanced flat fee of \$150.00;
- d. Agent will notify tenant, inspect property, clear tenant, collect keys, execute claim on deposit (if necessary) on owner's behalf, for an advanced flat fee of \$250.00;
- e. All supervision of repairs or maintenance to the property on the owner's behalf will be 10% of the contract amount. These charges, as well as the money for the contract, must be in the agent's escrow account prior to work commencement;

ARTICLE VII

(a) 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.

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

WITNESS \_\_\_\_\_

\_\_\_\_\_ (LS)  
OWNER

\_\_\_\_\_ (SSN)

WITNESS \_\_\_\_\_

\_\_\_\_\_ (LS)  
OWNER

\_\_\_\_\_ (SSN)

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