

RE/MAX TREND  
Management Department  
1715 Cape Coral PKWY W Unit 24  
Cape Coral, FL 33914

Alan Gamiel Property  
Property Manager  
(239) 424-7368  
(239) 220-5946 fax

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*Property Management Contract*

IN CONSIDERATION of the covenants herein contained, this Property Management Contract, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Alan Gamiel PA. Thru **RE/MAX TREND**, hereinafter called the "COMPANY" and \_\_\_\_\_, "OWNER".

**I.**

BE IT KNOWN that the Owner, their assigns, and their estate, hereby employs Alan Gamiel PA. Thru **RE/MAX TREND**, as Exclusive Agent to rent, lease, operate, control and manage the property being known and municipally numbered as \_\_\_\_\_

\_\_\_\_\_ under the terms and conditions as expressly set forth in this Property Management Contract, for the primary term beginning the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**II.**

It is mutually agreed by and between the parties, their assigns and their estate, that this Management Contract shall remain in full force and effect until termination pursuant to the terms of this paragraph. This term shall be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. In the event, this agreement is terminated by the Owner, the Company shall continue to receive the rental commission set forth below as long as the tenant placed in said property by the Company shall remain in possession thereof. All monies expended by the Company shall be paid to the Company prior to this cancellation and the Company is authorized to withhold any sums owed to the Company from monies held prior to the final disbursement to the Owner. The Company reserves the right to terminate this agreement with 30 days written notice to Owner at any time, or immediately with written or verbal notice if in the opinion of the Company's legal counsel, Owners actions or inactions are illegal, improper or jeopardize the safety or welfare of any Tenants or other persons. The Company shall continue to hold the Owner liable for any commissions due or monies owed the Company if the Tenant remains in the property after such termination by the Company. This Management Contract is to include any future properties the Owner may place with this Company for management. All terms and conditions will remain the same.

**III.**

The Owner hereby authorizes the Company to enter into a Rental Contract for tenant occupancy of the above-described property for terms not less than 12 month(s) Lease for each separate Rental Contract.

During the duration of any Rental Contract with a Lessee, the Owner agrees that he will not demand that either the Property Management Contract or the Rental Contract be broken unless satisfactory arrangements, in writing, have been completed with the Company herein.

#### IV.

The Owner hereby makes and appoints the Agent his true and lawful Agent with authority to do and perform any and all lawful actions necessary for the accomplishment of the purposes of this Property Management Contract and hereby gives the Company the following express authority and Powers:

1. To advertise the premises or any part thereof for rent; to display signs thereon, and to lease and rent the same; to sign, renew, extend and/or cancel Leases for the premises or any part thereof.

2. To make every effort to collect rents due or to become due and give receipts therefore, and to adjust rents as conditions may warrant and to require security and damage deposits.

3. To make or cause to be made and supervise all maintenance, repairs and alterations and to do cleaning and restoration on the premises as deemed necessary to protect the property from damage or to maintain service to the tenants as called for by their Rental Contract; to purchase supplies and equipment necessary for such maintenance, repairs and alterations and to pay all expenses incurred therefore at the Owner's expense.

4. In as much as the Company and/or Agent is not authorized to practice law, where legal assistance is needed for such matters as enforcing the collection of rent or eviction of a tenant, the Company and/or Agent, after notifying Owner, is authorized to engage counsel at the Owner's expense.

5. Owner agrees to pay Broker, as a management fee, 12% of all rents collected. All commissions will be deemed earned at the signing of the lease. Upon either the sale of the property or the disillusion of the property management contract any balance of commissions due will become payable by the owner. Late charges will be collected at the discretion of the Company. Any fees paid by the Tenant in an effort to collect the rent shall be retained by the Broker to offset additional costs. **All properties are subject to a one-time start-up fee of \$195.00 payable at the time of signing this agreement and at the commencement of each additional property to be managed.**

#### V.

The Company agrees to secure the approval of the Owner in writing on all expenditures in excess of \$300.00 for any one item, except monthly recurring operating charges, and/or emergency repairs in excess of the maximum if such repairs are considered necessary to protect the property from damage or to maintain services to the tenants as called for by their Lease or by Florida law.

In the event that disbursements are in excess of rents collected by the Company, the Owner agrees to pay all such excess to the Company immediately upon notification by the Company, provided that nothing herein shall obligate the Company to advance any money for expenses.

The Company shall not be liable for any willful neglect or abuse to the Owner's property by tenants or vandals or others.

The Company will arrange for all repairs, maintenance and cleanings by a licensed service, unless the Owner has notified the Company in writing of their choice of services to be used or if any service contracts are in place.

In the event of a hurricane, tropical storm or any other act of God, the 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 Owner.

**FORECLOSURE CLAUSE: Should the Owner let the property go into foreclosure or short sale, the Owner agrees to the following terms:**

- 1. The Owner agrees to let the Tenant remain in the property on a month-to-month basis which supersedes any lease term date.**
- 2. As long as the Tenant remains in the property, the Company has the right to withhold from the monthly rent \$500.00 per month until the Company has a reserve of \$1500.00. This money is to be used for needed expenses at the property while it is Tenant occupied or for any commissions earned and owed to the Company by the Owner. Once the property is vacant, any unused money is returned to the Owner.**

#### **VI.**

Upon execution of this Agreement, Owner agrees that they shall maintain public liability insurance coverage on the property at all times and shall furnish Company with proof of insurance and a copy of the declaration page. Owner agrees to and does hereby indemnify and hold harmless the Company, it's employees, agents and assigns, from any and all claims, suits, damages, costs, losses and expenses arising from any injury to persons and/or property occurring on or about the premises. Owner agrees to indemnify the Company for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage.

#### **VII.**

Should the property be sold by the Owner to the Tenant or to persons occupying said premises with the tenant during the term of this Contract or term of any further extensions, options or renewals, the Owner/Seller will pay the Company a commission of six percent (6%).

The Tenant/Buyer agrees to protect the Company's interest or to be himself responsible for said commission. In the event the Tenant fails to perform the Company shall be entitled to 1/2 the forfeited deposit as compensation for services rendered, provided same does not exceed the full amount of the agreed upon fee. These provisions shall carry over

and be binding upon the Owner and the Tenant whether the same is incorporated in the Lease agreement or not.

**NOTICE TO OWNERS:** Should you decide to list your unit for sale with another Real Estate Broker, you should exclude in your listing agreement any Tenant(s) we have secured for you in the past twelve month period or future tenants that will be occupying your unit during the term(s) of your listing agreement. **Failure to do so will result in your possibly paying a double sales commission.**

**VIII.**

**PROCEEDS:** The Company shall send Owner the proceeds collected from the rental of property minus the rental commission 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 three (3) business days for local checks and five (5) days for out of state checks) should certified funds or traveler's checks not have been received. In the event a prospective Tenant places a good faith or holding deposit with the Broker and fails to take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to the Broker. Broker retains the right to refund this deposit to prospective Tenant in full or part upon the advice of legal counsel.

**IX.**

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 tenants' racial, religious, handicap, sex, national origin or familial status. Federal and State laws prohibit us from placing any such restrictions on the properties we handle for rent.

*THIS IS A LEGALLY BINDING CONTACT--PLEASE READ CAREFULLY BEFORE SIGNING.*

SIGNED AND EXECUTED on the date shown above.

\_\_\_\_\_  
 OWNER SS# OWNER SS#

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_  
 HOME OFFICE/CELL EMAIL

INSURANCE COMPANY & POLICY #: \_\_\_\_\_

\_\_\_\_\_  
 PROPERTY MANAGER

\_\_\_\_\_  
 DATE