

LEGACY REALTY GROUP

NORTH FLORIDA, INC.

425 Town Center Ave, Ponte Vedra, FL 32081

PROPERTY MANAGEMENT AGREEMENT

PARTIES: This agreement between **SAMPLE AGREEMENT OWNERS NAME**, the owner or legally appointed representative of the premises, hereafter called LANDLORD and Legacy Realty Group North Florida 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 following property. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises are not currently for sale.

LANDLORD warrants that the unit to be managed is a legal rental unit, NO homestead exemption is being claimed and rental of same will not be in violation of any rules, laws or ordinances.

DECISIONS, DIRECTIVES: In the event there are multiple property owners (husband and wife, partners etc.) BROKER may take directives from ANY OWNER OR may deal only with _____(Owner).

Property Address: **ADDRESS OF RENTAL PROPERTY** Unit #: Parking Space #:

County: Parcel ID:

TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, LANDLORD agrees to notify the Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. This agreement will be in effect for the greater of one year or the lease duration and will automatically renew for successive year or lease duration period at the anniversary date so long as there has not been at least a sixty (60) day written notice prior to the next term given by either party to terminate.

TERMINATION BY LANDLORD: LANDLORD may request an early termination to this agreement prior to a tenant signing a lease. A cancellation fee of \$250 will be charged to the LANDLORD should LANDLORD terminate this agreement before tenant is placed to compensate BROKER for photography and marketing expenses. LANDLORD may cancel management services ninety (90) days after each lease/renewal start date with a 30-day written notice. Notice must be received before the first day of the month and day one of the notice takes effect the 1st of the following month. There is no cancellation fee with the 30-day written notice to terminate after the 90 days of a lease/renewal start date. If LANDLORD terminates before three (3) months management fees have been paid for each new lease/renewal term to BROKER, then all three (3) months management fees that would have been paid to BROKER during these 90 days are due at time of termination.

If LANDLORD does not want BROKER /or assigns to renew the lease of the current tenant LANDLORD must notify BROKER by email or written letter 90 days prior to the current lease end date, otherwise, renewal will be offered to the current Tenant(s). In the event this agreement is terminated by LANDLORD, the BROKER's rights provided for in this agreement shall survive such termination.

TERMINATION BY BROKER; BROKER reserves the right to terminate this agreement at any time, immediately with written or verbal notice. If in the opinion of BROKER's legal counsel, LANDLORDS actions or inactions violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT(s), or other persons, interfere with this management agreement, code violations occur on the property, foreclosure actions, is filed against the LANDLORD, or LANDLORD is delinquent in the payment of any taxes, fees, assessment fees, bills, fines or any financial obligations related to the premises or the LANDLORD is unresponsive or uncommunicative this agreement can be cancelled immediately by BROKER. All monies owed to BROKER will be due immediately and BROKER is authorized withhold any sums owed to BROKER from monies held prior to final disbursement.

DEPOSITS: According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding BROKER harmless for LANDLORDS falling to comply with Florida law and indemnifying BROKER if TENANT institutes any litigation regarding the deposits against BROKER.

RENT AMOUNT: BROKER will use his best efforts to lease or rent with the following terms: Security Deposit Required in the amount of one month's rent.

BROKER and/or assigns will advertise the property for base rent for. **\$1,999** per month and is given the right to rent at low less than \$1,800. Per month. 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 of the Tenant(s) and /or failure to collect rent or monies due from the TENANT(S) for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.

TERM OF LEASE: LANDLORD agrees that BROKER may enter into a lease at their discretion up to a maximum term of 24 months.

MANAGEMENT FEE, OTHER FEES AND COMMISSIONS: LANDLORD agrees to pay BROKER the following:

Management Compensation, LANDLORD agrees to pay the manager the following:

a. FOR MANAGEMENT: 10%(monthly management) of gross rents due during occupancy each month. The minimum monthly management fee will be one hundred dollars. Due when rents collected for past due or current rent.

b. NEW TENANT FEE: 50% of monthly rent for each lease written to a new tenant. There is a minimum nine hundred dollars new tenant fee unless the monthly rent is under nine hundred dollars. If the monthly rent is under nine hundred dollars the new tenant fee will be equal to one month's rent.

C. LEASE RENEWALS: 25% of monthly rent for each twelve (12 month) written lease renewal.

- Two-year leases will be charged 12.5% of monthly rent the second year.
- BROKER may at BROKERS discretion renew or terminate existing tenants, unless directed otherwise by landlord in writing 90 days before lease end date.

d. PROPERTY REVIEW: Landlord shall pay for a property condition review report which includes photographs of the property. Property review reports include, but are not limited to move-in, move-out, and renewals. Current cost is **\$135.00** per report, subject to change. There is no charge for videos, photos and staging for marketing purposes.

e. OWNER BENEFIT PACKAGE: Included are processing/ mailing of 1099's, pet guarantee, no maintenance reserve, online portal, 24/7 maintenance coordination and investment strategy and advice.

We recommend owners annually service both dryer vents and HVAC Air Conditioning Units. This prevents the #1 cause of fires in homes. **Billed yearly currently: \$99.00.**

f. One of the following, if applicable.

a. **PROPERTY W/ EXISTING TENANT:** When BROKER is taking over management of a property with existing tenant under a lease, and tenant is current on all payments to LANDLORD, the BROKER is to follow terms of existing lease. LANDLORD to pay a **\$300** property set- up fee.

b. **PROPERTY W/ EXISTING TENANT with LANDLORD RESCUE PROGRAM:** When BROKER is taking over management of a property with existing tenant under a lease or expired lease continuing as month to month that is behind on payments to Landlord, BROKER is to follow terms of existing lease or expired lease. LANDLORD to pay a \$400 Landlord Rescue Program fee.

g. **SALE TO TENANT:** In the event the Premises is sold or transferred by LANDLORD to a tenant under lease or up to 90 days after termination of said lease BROKER and/or assigns shall be considered the procuring cause of such sale and BROKER and/or assigns shall be paid a commission of four percent (4%) of the total sales price of the property at the time of settlement or transfer of the property. If tenant was procured by cooperating broker commission is to be five percent (5%) of the sales price of the property, divided between BROKER and/or assigns and cooperating broker.

Multiple Property Owner Discount: When the owner has a minimum of three (3) units or single-family homes for a total of 3 “doors”/units under management with Legacy Realty Group North Florida Inc. and are rent-ready (property is ready for a tenant to move into) at time of on boarding the management fee will be a 9% monthly management fee per home or individual unit. If property is not rent ready at time of on-boarding, causing the number of active/rent ready properties to fall below the minimum of five (5), the management fee listed in Section A will apply to all properties of owner, until unit #5 is rent ready. When minimum five (5) properties are leased or rent-ready again for same owner, they will all have a 9% monthly management fee. The discounted management fee will take effect on the 1st of the month following when five (5) units or properties are rent-ready or already leased. If owner falls below the minimum amount of properties due to sale or no management, the management fee in Section A will be applied to remaining properties until minimum is met again. Min. monthly management fee is \$100 per door.

BROKER shall be entitled to a commission from all rent monies collected from the Tenant and shall retain any charges deemed “additional rent” or fees in the lease agreement including but not limited to renewal fees, application fees, pet fees, month to month or lease extension fees, risk management fees, Residential Benefit Package and late fees/charges. All late fees or fees owed by TENANT(S) shall be collected at the sole discretion of the BROKER and BROKER shall retain any such charges, fees, aforementioned charges and late fee even though they may be defined as “additional rent” in the lease agreement which allows these sums to be placed on a Three-Day Notice or other Notice to Pay Rent as given by law. BROKER may have a business relationship, ownership interest or other financial affiliation with vendors and suppliers of services or products to the TENANT and/or LANDLORD and may receive additional financial or other benefits from that relationship, ownership or affiliation. All fees or commissions are due to the BROKER whether BROKER procures TENANT or LANDLORD procures tenant unless otherwise agreed to in writing.

PROCEEDS AND DEPOSITS: BROKER shall send LANDLORD the proceeds collected from the rental of the property minus the rent commission and any costs and expenses provided for in this agreement when monies have cleared the BROKERS bank (usually between the 10-15th of the month-depending upon weekends, holiday and day payment was deposited). If BROKER does disperse money to LANDLORD before funds have cleared and/or if the funds come back NSF, stop payment, ACH reversed or funds not otherwise available and BROKER has already disbursed funds to LANDLORD, LANDLORD agrees to immediately refund that amount paid to them to BROKER. All further rent money received if any will be held by BROKER to replenish this if LANDLORD does not comply and if no funds are received LANDLORD will be liable to pay the money owed to BROKER immediately. In the event a prospective TENANT places a good faith or holding fee with BROKER and fails to take possession, said money shall be divided 50/50 between LANDLORD and BROKER. 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 amount as set forth above and agrees to remit same to BROKER. LANDLORD shall provide BROKER with all necessary information for ACH deposits.

NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER notice needs to be in writing and mailed certified return receipt requested to BROKERS address. In certain circumstances, such as non-legal matters LANDLORD can communicate through the LANDLORDS portal. If communicating by phone, email, text, or through LANDLORDS portal it will not be valid unless BROKER has responded by email affirming the communication was received and approved.

EXCLUDED AMENITIES, PERSONAL PROPERTY OR PLACES, AREAS ON THE PREMISES:

Any appliances such as Jacuzzi hot tub, extra refrigerator, garbage disposal, solar system, irrigation system, grill, pool pumps or any other amenities or items that the LANDLORD does not wish to be responsible for maintaining must be disclosed to BROKER by LANDLORD in writing or LANDLORD understands by Florida law that the LANDLORD will be responsible for repair, maintenance, or replacement of all of these items. LANDLORD understands and will also release TENANT(S) and BROKER for all responsibility and liability for deterioration or damage of property as the results of not repairing these items including any HOA or Association violations from such issues not being repaired due to LANDLORD not approving repair request in a timely manner. Any excluded areas must be disclosed as well or, by Florida law, TENANT may use them. This includes but is not limited to areas such as shed(s), storage closet(s), garage, attics, crawl spaces or other storage areas, sheds or rooms. Any personal property left on the premises is left at the LANDLORD's sole risk and agrees to hold BROKER, its agents, independent contractors, employees and tenants, harmless for any damages, theft, or other responsibilities with any personal property left on the property. Unless some thing or some area is excluded in the lease, by law, the TENANT is able to use that thing or area and the LANDLORD is responsible for maintaining, repairing and or replacing.

INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium/hoa maintenance fee, taxes, insurance, mortgages, assessments and other charges. BROKER is not responsible for paying these sums on behalf of LANDLORD. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all time in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence. LANDLORD must notify insurance company that the premises is being used as a rental. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its 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 name BROKER as an "additional insured" or as "additional interest". 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. 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.

PETS AND ANIMALS: LANDLORD agrees and understands that Service Animals and/ or Emotional Support Animals for persons with disabilities or medical needs are not considered pets and must be allowed. No pet fee, pet rent or pet deposit can be collected for a Service Animal or Emotional Support Animal. This is per Federal and State law. If pets are not allowed on the property BROKER must be notified in writing and confirmed receipt by BROKER.

UTILITIES: 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 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), Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly. BROKER will deduct bills to the extent of funds available and the LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(s). LANDLORD may be required to turn on water and electric service if the premises are not occupied. This is to allow for proper showings, maintain the property and protect the pool if applicable.

LANDLORD affirms that the water is safe, useable and drinkable LANDLORD affirms that if there is a septic system, LANDLORD shall be fully responsible for the proper operation and usability of the septic system and has disclosed to BROKER any prior septic system failures or problems/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.

CONDOMINIUM/HOMEOWNERS ASSOCIATION: In "association" governed unit, the lease shall be subject to the Declaration pertaining thereto and the rules and Regulations of the Association and Board of Directions thereunder and, further the LANDLORD shall be responsible for providing BROKER with all current renter's rules and regulations, The LANDLORD is responsible for making sure the property can be marketed and Rented and the length of the lease allowed. LANDLORD is responsible to give this information to the BROKER by email or written form and confirm receipt by BROKER. LANDLORD is responsible to pay HOA/COA tenant(s) registration fees and auto decals if any. , LANDLORD is responsible 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 required approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not be held liable. In the event LANDLORD receives any correspondence from an association regarding any problems with this TENANT or Rules or Regulation change. LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt by BROKER.

FURNISHINGS/WARRANTIES/KEYS/PERSONAL PROPERTY: Landlord is to deliver copies of warranties to BROKER that exist. If no Warranties or Service contracts are received at the time this agreement is executed, BROKER shall assume none exists. LANDLORD will provide 3 full sets of keys, 1 mailbox key and at least one gate opener or garage door opener and one amenity center key/pass if applicable. Exterior door(s) locks should only use one key and BROKER may have locks re-keyed if necessary to have all locks on exterior doors to be the same key. (i.e., deadbolt and bottle handle lock on front door should use the same key) at LANDLORDS expense. LANDLORD to be billed cost of keys plus \$20.00 trip charge if BROKER has to have keys made. LANDLORD understands that BROKER. BROKER may have exterior locks changed before the tenant(s) move. in date to help avoid LANDLORD liability at LANDLORDS expense. LANDLORD to provide basic window treatments and their hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screen or window repairs or replacements at LANDLORDS expense. LANDLORD understands that it is not advisable to leave any personal property on the premises and the LANDLORD shall hold BROKER harmless for any loss or use of that personal property for any reason.

Smoke Alarms and Fire Extinguishers: LANDLORD understands the BROKER may add or replace smoke alarms and/or carbon monoxide alarms as needed. LANDLORD will be billed market rate. Class A-B-C Fire Extinguishers may be installed at BROKERS discretion and LANDLORD billed market rate.

INSTALLATION OF LOCK BOX AND SELF SHOWING SYSTEMS: LANDLORD does hereby authorize BROKER to place a lockbox on the property to be used in connection with the marketing, inspection, leasing and repairs of the property by BROKER, BROKER's affiliated licensees, employees, other real estate brokers and their affiliated licensees, repair contractors, assigns and others who may need access to the property BROKER may provide the lockbox code, or may use automated electronic self-showing lockbox system that allows access to the property for prospective tenants who have provided their driver's license or other appropriate pre-screening documentation . LANDLORD agrees for himself, his heirs, and assigns to hold harmless BROKER, agents' employees and assigns, vendors, cooperating brokers and other agents for any and all claims, loss of liability arising from the use of said key box, self-showing product or system. LANDLORD shall hold BROKER, agents, employees, and assigns harmless for claims, vandalism or theft arising by access and/or misuse of the key, self-showing system, failure of the prospect to relock the premises, copying of key(s) and/or by breaking and entering.

VACANT UNITS: Vacant units are increasingly subject to vandalism, squatters' theft and damage and loss to air conditioning compressors. Under no circumstances will BROKER be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance may not cover vacant properties and should consult their insurance agent.

LEASE SIGNING: Broker or BROKERS agent is given the authority to sign all leases and documentation.

CREDIT REPORT 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.

TENANT'S SECURITY DEPOSIT, DAMAGES, IDENTITY THEFT OR MISSING ITEMS: BROKER is not responsible or damages to the premises under any circumstances 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 judgement the amounts due, charge the tenant(s) accordingly as per Florida Statutes 83.49 and/or settle with the TENANT(s). 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. BROKER is not responsible for identity theft or fraud by TENANT and cannot guaranty the TENANT(S) will pay rent or monies owed.

LANDLORD HELD SECURITY DEPOSIT: The Security Deposit collected from the tenant(s) shall be transferred to the LANDLORD, thereby releasing the BROKER from all liabilities for the return of the Security Deposit upon termination of the lease or management. LANDLORD understands that the BROKER shall not be held liable for any failure to make claim(s) on any damages that were not readily apparent to BROKER. LANDLORD shall comply with the law pertaining to the disposition of the deposits when the TENANT vacates holding BROKER harmless for LANDLORDS failing to comply with Florida law and indemnifying BROKER if tenant institutes any litigation regarding the deposits against the BROKER. BROKER shall have no responsibility for making any claims on the deposits and LANDLORD shall be responsible for complying with Florida Statutes 83.49 the procedures, forms and time frame limits imposed.

Property turnover to owner:

At time of tenant move out, regardless of lease end date, if BROKER is not re-leasing, listing, or selling the property for LANDLORD, then BROKER will not be responsible for having repairs done or preparing the property for the LANDLORD. LANDLORD understands that they or their new agent will have to handle any repairs they deem necessary. BROKER will perform a move out walk through once tenant has vacated the property and turned keys back in to LANDLORD. BROKER will not be held liable for any failure to make claim(s) on any damages not apparent to BROKER. BROKER will inform you of any damages found and can provide you with an initial draft of the Security Deposit claim form if you provide any receipts for repairs before the Florida legal deadline to make a claim on a Security Deposit.

Inspections:

During inspections if property is found not to be to Federal, State or Local code or there is a safety hazard noted including but not limited to smoke alarms, CO alarms, Class A-B-C fire extinguisher and double cylinder deadbolts then LANDLORD understands that BROKER may elect to replace or update them and the LANDLORD will be charged. LANDLORD to hold BROKER harmless for claims for failure to do so.

POOLS AND LANDSCAPING: Even if the tenant is responsible for landscaping LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as would the LANDLORD. LANDLORD is urged to have professional lawn pest control/landscaping services. If property has landscaped the LANDLORD agrees to have bushes and lawn trimmed before move in at LANDLORDS expense. LANDLORDS pool shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORDS expense and holds BROKER harmless for the failure to properly maintain the pool or equipment. If LANDLORD wishes BROKER to coordinate lawn/ or pool vendors, LANDLORD understands this is a separate service and cost for these services will be charged to the LANDLORD. LANDLORD holds BROKER harmless for the vendors or tenant's failure to properly maintain the landscaping. 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 commend that you raise your insurance coverage as the cost to raise it is Minimal.

REKEYING: BROKER is given the authority to Re-Key the outside access doors at the discretion of BROKER at LANDLORD' expense. BROKER will not provide LANDLORD with keys to the premises while the premises are occupied due to liability to the LANDLORD and the BROKER.

HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD: BROKER shall not be responsible to take any precautionary measures to avoid damages from any acts of GOD, including but not limited to floods, fires, tropical. Storms, hurricanes, tornados, sinkholes regardless of the presence of hurricane shutters or similar devices on the premises.

BROKER'S AUTHORITY: 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) and pets , to approve all lease terms and sign all leases, to collect all rental and other funds that may be due to LANDLORD, to require releases from all parties in the event of controversy before dispersing funds and to do all those things BROKER deems necessary for the efficient management of the property BROKER is given the Exclusive Rights to deliver on LANDLORDS behalf, any default notices to TENANT(s) as may be necessary. In order to minimize legal disputes and liabilities to both the LANDLORD and BROKER. BROKER is not an attorney or licensed debt collector. BROKER does not file paperwork for evictions or collections but will work with LANDLORDS attorney/ collection agency giving them access to all ledgers and leases. LANDLORD may hire a collection agency or attorney of their choosing. BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund in full or

part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKERS legal counsel and LANDLORD agrees to hold BROKER harmless for same. This is to avoid litigation for the LANDLORD and the BROKER.

Advertising: BROKER may use 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 expense. LANDLORD agrees not to advertise the property while BROKER is advertising and marketing the property. BROKER is not under any obligation to advertise the specific property being managed but may choose to do so.

REPAIRS AND EMERGENCIES: BROKER has the authority to provide for any and all negotiating and contractual arrangements (in the name of the LANDLORD) by the BROKERS maintenance division, or independent contractors for those services and repairs and improvements BROKER deems necessary.

BROKER is given the right to spend at BROKERS discretion and without the necessity of permission by OR notification to the LANDLORD, an amount not to exceed \$500.00 each repair (except emergency repairs) and pay for the same out of LANDLORDS funds, and, if inadequate LANDLORD shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD. In case of emergency, i.e., air conditioning, heat, refrigerator, range, leaks, plumbing or any other repair the BROKER deems an emergency or necessary in BROKERS sole judgement for the safety of the TENANT(s) or the welfare of the property, BROKER has the authority to institute repair, even if over the. Aforementioned limit and LANDLORD agree to be responsible for the sums expended. BROKER will repair/ replace appliances and other items needing repairs with similar Brands or products. BROKER is authorized to do repairs that show up in the move in report if under the limit without permission or notification to the LANDLORD. BROKER is not required to hire vendors to institute Emergency repair if LANDLORD has not approved the emergency repair or provided the necessary funds but may do so at BROKERS discretion with LANDLORD holding BROKER harmless for and failure to do so. In the event the LANDLORD wants to use his own vendors for repairs or services and not the BROKERS preferred vendors than the LANDLORD takes full responsibility for hiring, ordering services and paying these vendors invoices. LANDLORD will repair/ replace appliances and other items needing repairs with similar

Brands or products. LANDLORD understands that BROKER may purchase appliances and other products from Best Buy with our Geek Squad membership and get reward points and extra extended warranties for these products and if LANDLORD terminates management with BROKER these extended warranties may be discontinued.

WARRANTIES AND HOME WARRANTIES: Landlord shall notify BROKER in writing if there is any kind of home warranty/service contract in force and also if any items in or on the premises is covered by any warranty/service contract with warranty service contract information and expiration date. LANDLORD is fully responsible for communicating in writing to BROKER of any warranty renewals and new policy #'s/information. If LANDLORD does not notify BROKER of any such renewal or continuation of a warranty service, and current policy on file is expired, BROKER cannot be held liable or responsible for not using warranty and proceeding with repair per the REPAIR AND EMERGENCIES paragraph above.

LANDLORD is advised that home warranties specifically and warranty/ service contract in general can cause serious legal problems when they need to be used. LANDLORD agrees that in the event that a warranty/service contract or home warranty causes a delay or cannot be repaired promptly, LANDLORD gives the BROKER the right to get the repair or replacement completed as per the REPAIRS and EMERGENCIES paragraph contained in this agreement. BROKER does not recommend that LANDLORD relies in any way on a home warranty. Under this agreement service calls that require the involvement of a 3rd party home warranty service will incur an additional charge of \$75.00 per work order for home warranty coordination.

TENANT COMPENSATION: BROKER is given the authority to use LANDLORDS funds to pay for up to 3 night's hotel for a TENANT and/ or abate a TENANT'S rent for up to one week, without LANDLORDS permission, if in the opinion BROKER the TENANT has suffered or will suffer

inconvenience or diminishment in value of the premises due to some unforeseen problem. This is to help reduce the chance of litigation against the LANDLORD and encourage TENANT cooperation.

SMART LOCKS, ELECTRONIC LOCKS, SMART THERMOSTATS, CAMERAS OR OTHER WIFI, GSM OR OTHER ELECTRONIC DEVICES: LANDLORD agrees that unless otherwise agreed to in writing by the BROKER, all smart devices /electronic devices including but not limited to smart thermostats, cameras, electronic locks, alarm systems, wfi be turned off, codes given to BROKER or removed from the premises by LANDLORD or BROKER. BROKER is not responsible for the storage or safekeeping of any of the removed items or return of the. removed items to the LANDLORD.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to 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 are due to BROKERS actions. In the event a TENANT complains of a pest issue, water quality issue, 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.

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 owe by TENANT after TENANT vacates or for prosecuting checks or money orders from TENANT that may be returned NSF, closed accounts or Stop Payment. LANDLORD may hire a collection agency or attorney of their choosing. Any institution of eviction or damage proceedings against TENANT(s) through the courts or otherwise, must be taken by the LANDLORD. Cost 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.

COMMISSIONS AND OTHER LEGAL DISPUTES: In the event of ant litigation between the LANDLORD and BROKER, the prevailing party shall be entitled to an award of all attorney' fees and costs and venue for all litigation shall be in the county where the BROKERS office is located. The county is currently St. Johns and can change. Both LANDLORD and BROKER waive any rights that may have to a jury trial.

FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS: In the event the property becomes subject to liens and/or foreclosure proceedings and/or condominium or homeowners association or mortgages exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that the BROKER shall comply with any court order and/or at BROKERS discretion disburse rent monies to the requesting party based on advice of BROKERS legal counsel. LANDLORD agrees to pay an additional fee to BROKER each month of 15% of monthly rent when property is in foreclosure or subject to liens.

Pre-1978 Properties: Landlord has no knowledge, reports or records of lead-based paint and/ or lead -based paint hazards in the housing. Landlord grants Manager permission to sign the Lead Based Paint Disclosure as agent for Owner verifying this.

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

It is assumed that OWNER has no knowledge, reports, or records of lead-based paint and/or lead-based paint hazards in the housing. If OWNER does have any knowledge, reports, or records of lead-based paint and/or lead-based paint hazards in the housing, they must notify Legacy Realty Group North Florida Inc. and/or assigns at time of this agreement.

Landlord Contact with Tenant(s): Landlord agrees and understands that if Landlord has any contact with 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. MANAGER strongly urges that all contact with TENANT(s) be made by and through MANAGER. LANDLORD agrees that contact with the TENANT(s) may be grounds for MANAGER terminating this agreement and continuing to hold LANDLORD liable for all commissions due.

Integration: This Agreement sets forth the entire agreement between LANDLORD and Broker, its agents, successors, and assigns concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written between them other than those herein set forth.

NOTICES: For purposes of this Agreement. all notices required herein shall be deemed to have been served upon the other party when mailed/mailed to the following addresses or to such other addresses as shall be changed in writing, properly notifying the other party:

Owner's Mailing Address: _____ **Cell Phone:** _____

E-mail: _____ Primary Contact if more than one person listed as owner: _____

Primary Contact Birthday: Month _____ Day _____

Name and Address of Landlords Florida Bank:

Facsimile Signatures: The parties agree that this agreement may be executed by electronic signature or by facsimile and execution method shall be legally binding.

**** 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 any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status, sexual orientation 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. BROKER and LANDLORD are not allowed to prevent TENANT(S) to have Service Animal(s), Emotional Support Animal(s) or any animal deemed needed for a TENANT(S) disability. BROKER and LANDLORD will not be permitted by law to collect any PET FEE or PET DEPOSIT for any animal(s) deemed medically necessary.

Executed this _____ day of _____ 2023.

