



**REAL PROPERTY MANAGEMENT AGREEMENT**

- A. PARTIES:** This agreement between \_\_\_\_\_ the Fee Simple Owner or legal appointed representative of the subject property, hereinafter called PROPERTY OWNER and LION'S SHARE INVESTMENT MANAGEMENT & REALTY, LLC a Florida Limited Liability Company, hereinafter called the Broker, whereby the PROPERTY OWNER appoints the BROKER, its Licensees, Successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control, and manage subject property. This agreement will be governed by and construed in accordance with the laws of the State of Florida with the venue in Leon County. The parties hereto recognize they are bound by the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1968 and The United States Constitution and that the subject property will be offered to prospective Lessees without regard to race, color, ethnicity, nationality, religion, sex, sexual orientation, age, familial status, or disabled persons.
- B. PROPERTY:** Situated in the City of \_\_\_\_\_, County of \_\_\_\_\_ State of \_\_\_\_\_, described as \_\_\_\_\_ Property Type \_\_\_\_\_.
- C. TERM:** It is mutually agreed by and between the parties that this Real Property Management Agreement will be binding upon the parties successors, estate, and assigns and will remain in full force and effect until termination pursuant to the terms of this paragraph. The term will begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and will 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 PROPERTY OWNER, the BROKER'S rights provided for in paragraphs F and G will survive such termination, and the BROKER'S rights hereunto as to the parties with whom BROKER has previously entered into a Leasehold Agreement will continue until the Lessee vacates the property, after the expiration of the lease in effect at that time. All monies expended by BROKER will be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to final disbursement to PROPERTY OWNER. An additional cancellation fee of \$100.00 will be charged to the Property Owner should the property owner fail to give a thirty (30) days' notice. BROKER reserves the right to terminate this Agreement with a thirty (30) days written notice to PROPERTY OWNER at any time or, immediately with written or verbal notice if in the opinion of BROKER or BROKER'S Legal Counsel, PROPERTY OWNER'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any Lessee or other persons. BROKER may at its option continue to hold PROPERTY OWNER liable for any such commissions or fees due or monies owed BROKER if Lessee(s) remains in the property after such termination by BROKER.

INITIALS: \_\_\_\_\_

**D. MANAGEMENT AUTHORITY:** The PROPERTY OWNER expressly grants to the BROKER herein the following authority:

1. Full management and control of said property, except authority and responsibilities expressly retained in written form by PROPERTY OWNER, with authority to collect lease payments and other monies and securities from lessees and property and issue receipts thereof.
2. To prepare, negotiate, and execute new leases and renewals of existing leases in accordance with the lease schedule.
3. To have minor repairs made, to purchase necessary supplies and to pay all invoices and to charge same to PROPERTY OWNER.
4. To advertise any vacant unit premises at the expense of the PROPERTY OWNER.
5. To serve vacate notices upon tenants and to prosecute in the name of the PROPERTY OWNER, and at the PROPERTY OWNER'S expense, legal actions to evict lessees and recover lease payments, contracting for those purposes a reputable attorney, and circumstances permitting, such attorneys as PROPERTY OWNER may designate.
6. To contract and discharge on behalf of PROPERTY OWNER, and pay from PROPERTY OWNER'S funds, all persons necessary to the maintenance and operation of the property. It is understood that all so contracted will not be deemed to be employees of the BROKER, per se.
7. To deposit all receipts collected for PROPERTY OWNER (less any sums deducted or per se provided for) in a Trust Account separate from BROKER'S corporate account. It is understood that any and all interest monies obtainable from the maintenance of said Trust and/or Escrow Accounts will accrue to the benefits of BROKER. BROKER will not be liable for NSF checks or monies collected. Security Deposits will be collected and forwarded to PROPERTY OWNER.
8. BROKER is provided with such other general authority as may be necessary with respect to leasing, management and operation of the property herein before described, except authority and responsibility expressly retained in writing by the PROPERTY OWNER.
9. Upon the execution of a new lease, BROKER will contract a Vendor to change locks on premises, at the expense of the PROPERTY OWNER.
10. To collect for the benefit of the BROKER non-negotiable checks charges and where applicable, sublease fees. Late fees will be shared on a 50%-50% basis by BROKER and PROPERTY OWNER.

**E. MANAGEMENT REPSONSIBILITIES:** The BROKER agrees to accept the following responsibilities:

1. To use diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services of LION'S SHARE INVESTMENT MANAGEMENT & REALTY, LLC for the renting, leasing, operating and managing of the subject premises. BROKER assumes no liability for any failure of or default by any lessee in the payment of any lease payment or other charges due to PROPERTY OWNER or in the performance of any obligation owed by lessee to PROPERTY OWNER pursuant to any lease or otherwise.
2. To approve new lessees based upon employment security, financial stability, leasing history, criminal history, creditworthiness and the advice of BROKER.
3. To render monthly statements of income, expenses and charges and to remit funds to PROPERTY OWNER less disbursements and a reserve amount. In the event that present or future disbursements are in excess of the lease payments that are collected by BROKER, PROPERTY OWNER hereby agrees to pay such expenses promptly upon notification by BROKER. If in BROKER'S judgment it may be necessary or proper to reserves or withhold PROPERTY OWNER'S funds to meet obligations which are or may become due thereafter and for which current income is or may not be adequate, BROKER may do so.
4. While it is the BROKER'S policy to disburse PROPERTY OWNER'S fund by the tenth (10<sup>th</sup>) of each month, BROKER reserves twenty (20) days after payment of lease payment by lessee for disbursement of funds.
5. PROPERTY OWNER will receive the benefits of all savings, discounts or rebates obtainable from contracts, supplies or services contracted by BROKER for maintenance or repairs to the subject property.

INITIALS: \_\_\_\_\_

6. BROKER ASSUMES no liability whatsoever for damage to property resulting from vandalism, natural disaster and/or acts of The Creator, whether vacant or lessee occupied.
7. BROKER ASSUMES no liability whatsoever for any acts or omissions of PROPERTY OWNER, or previous Management Companies or other Agents of either. Nor does BROKER assume any liability for precisely unknown violations or environmental or other regulations which may become known during the period this Real Property Management Agreement is in effect. Any such regulatory violations or hazards discovered by BROKER will be brought to the attention of PROPERTY OWNER in writing, and PROPERTY OWNER will promptly cure them.
8. BROKER ASSUMES no responsibility for services other than agreed to unless specified in the terms of this Real Property Management Agreement or in writing at a later date.

**F. OWNER'S AUTHORITY AND RESPONSIBILITIES:** The PROPERTY OWNER expressly retains the following authority and responsibilities:

1. To decide jointly with BROKER on a lease payment schedule for new lessees based on PROPERTY OWNER'S knowledge of the leasing marketing, or as communicated to PROPERTY OWNER by BROKER, and knowledge of the required upkeep and routine maintenance on the property.
2. To delegate the responsibility of executing all leases to the BROKER.
3. To approve all capital expenditures.
4. To approve any repairs that exceed in cost (except in emergency repairs), and to decide jointly with BROKER who will perform such repair.
5. To pay print media, radio and television advertising cost Reimbursement for all advertising will be collected upon presentation of invoice and proof of the ad by LION'S SHARE INVESTMENT MANAGEMENT & REALTY, LLC.
6. In the event that the lessee pays the lease payment with a NSF check and the lessee does not replace NSF check within thirty (30) days, the PROPERTY OWNER will promptly reimburse the BROKER the funds that were disbursed to the PROPERTY OWNER based upon the original NSF receipt.
7. PROPERTY OWNER will provide BROKER with three (3) sets of keys to the premises or bear the expense of having the required number of keys made.
8. If property includes an in-ground or above ground pool, PROPERTY OWNER will provide pool maintenance through a licensed/bonded pool service company.
9. Management recommends that PROPERTY OWNER provide a monthly quarterly lawn maintenance service to include fertilization and pest control. LION'S SHARE INVESTMENT MANAGEMENT & REALTY, LLC ASSUMES NO LIABILITY FOR CONDITIONS OR DESTRUCTION OF LAWN, SHRUBS, OR TREES.
10. If pets have been kept on the property prior to the initial lease, PROPERTY OWNER will bear the cost of having property sprayed for fleas.
11. To pay BROKER 6% (per cent) real estate fee, should property be sold during the term of this Real Property Management Agreement, any extension thereof, and/or within six (6) months from termination of this Real Property Management Agreement and/or extension thereof, and to pay BROKER agreed lease fees on all renewals and extensions or lessees secured by BROKER for PROPERTY OWNER during the term of Real Property Management Agreement.
12. To permit BROKER to use "Key Check Out" system for showing vacant properties. Any occupier property is to be shown by appointment only.

INITIALS: \_\_\_\_\_

**G. COMPENSATION:** PROPERTY OWNER will pay BROKER the following fees, plus sales tax relating to such fees if applicable, which fees become due and payable to BROKER upon execution of leases as herein as provided.

1. The initial Lease Procurement Fee of 1/2 of first full month's rent will be charges on Acquisition of a new lease. A Lease Renewal Fee of \$50.00 will be charged to release premises to an existing tenant (included inspection and new lease renewal) who is extending occupancy for a new lease period.

A Subsequent Lease Procurement Fee of \$100.00 will be charged on the acquisition of a new lease after the initial lease.

2. A monthly management fee will be charged for each individual occupied unit, 10% of gross receipts collected per month, said fees to be payable as receipts are collected.

3. BROKER will collect from lessee(s) and retain all returned check charges, lease breaking fees, 50% of late fees, if any application fees, and other similar fees as compensation for BROKER'S time and effort in collection and will account to OWNER for such charges, commissions and/or fees. If BROKER is or becomes involved in any legal proceeding or litigation as a result of being PROPERTY OWNER'S BROKER, Agent will be entitled to a fair market fee.

4. For supervising contracted (Permitted) improvements, major remodeling or repairs to which BROKER contracts to be done on the property in PROPERTY'S OWNER'S name prior to the initial lease will be ten per cent (10%) of the total amount of expenditure.

5. It is understood by the parties hereto that this Real Property Management Agreement constitutes an exclusive authorization to lease and manage the subject property. PROPERTY OWNER agrees to pay BROKER a fee in accordance with paragraph "G" if the property is lease by PROPERTY OWNER lease subject premises within ninety (90) days following termination of this Real Property Management Agreement to a proposed to whom property was shown or was otherwise procured by BROKER.

**H. NOTICES:** Whenever any notice is required in this Real Property Management Agreement or desire to communicate formally or legally by PROPERTY OWNER to BROKER, notice must be in writing and mailed certified or return receipt-requested to the address as indicated hereafter and deemed delivered upon actual physical receipt thereof, not date of mailing.

Mailing Address: **BROKER; Lion's Share Investment Management & Realty, LLC,  
1600 South Monroe Street, Tallahassee, Florida 32301.**

**I. SAVE HARMLESS:** The PROPERTY OWNER further agrees to save BROKER harmless and indemnify BROKER from any all costs and expenses incurred by BROKER, including attorney's fees and costs at the trial and appellate levels, from any and all proceedings, suit or other claims in connection with the management of said property, except in the case of proven negligence or illegal acts by BROKER, and from all liability for injuries to persons or property suffered or sustained by any persons whomsoever. PROPERTY OWNER will carry, at PROPERTY OWNER'S expense, fire, extended coverage and public liability insurance, which policy will be so written as to protect BROKER in the same manner and to the insurance carrier not be permitted to cancel insurance coverage without giving thirty (30) days prior written evidence that the property is insured under an appropriate fire/property owner's policy. The following

Insurance Company: \_\_\_\_\_; Policy # \_\_\_\_\_

Agent's Name/Address/Phone: \_\_\_\_\_

**J.**

**ADDENDUMS:** \_\_\_\_\_

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INITIALS: \_\_\_\_\_

**K. FACSIMILE SIGNATIURES:** The parties agree that this Real Property Management Agreement may be executed by facsimile and such facsimiles will be binding as if originals.

PROPERTY OWNER hereby acknowledges that he/she has read and approves the use of BROKER'S lease and all addendums.

EXECUTED this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

\_\_\_\_\_  
PROPERTY OWNER'S SIGNATURE

\_\_\_\_\_  
PROPERTY OWNER'S ADDRESS (STREET, CITY, STATE, ZIP CODE)

\_\_\_\_\_  
PROPERTY OWNER'S HOME PHONE

\_\_\_\_\_  
PROPERTY OWNER'S WORK PHONE

\_\_\_\_\_  
PROPERTY OWNER'S MOBILE PHONE

\_\_\_\_\_  
PROPERTY OWNER'S E-MAIL ADDRESS

\_\_\_\_\_  
BROKER OR AGENT OF BROKER

INITIALS: \_\_\_\_\_

**OWNER INFORMATION AND SIGNATURES**

Electric Company: \_\_\_\_\_ Water & Sewer Company: \_\_\_\_\_  
Telephone Company: \_\_\_\_\_ Cable Company: \_\_\_\_\_  
Gas Utility Company: \_\_\_\_\_ Well & Septic Company: \_\_\_\_\_  
Trash Pick-Up Company: \_\_\_\_\_ Pest Control Company: \_\_\_\_\_  
Pools Service Company: \_\_\_\_\_ Lawn Service Company: \_\_\_\_\_

**Pool Service** paid by: **Tenant - Owner** \*\*\* (circle one)\*\*\* **Lawn Service** paid by: **Tenant -Owner**

Security System Company/Code: \_\_\_\_\_ Heat A/C Company: \_\_\_\_\_

Lead Paint Disclosure form required/signed (if constructed prior to 1978)? \_\_\_ Water softening equipment? \_\_\_\_\_

Insurance Company/Agent: \_\_\_\_\_

Homeowners Association? \_\_\_\_\_ Name/Address/Phone \_\_\_\_\_

Any special rules, regulations, concerns: \_\_\_\_\_

**Lease Terms:**

- 1) Any special Lease Provisions: \_\_\_\_\_
- 2) Pets Permitted? \_\_\_\_\_ Proposes Pet Fee? \$ \_\_\_\_\_
- 3) Pet Details: \_\_\_\_\_

**Ownership/Rental History:**

- 1) How long owned property?: \_\_\_\_\_ How long leased?: \_\_\_\_\_
- 2) Present lease rate?: \_\_\_\_\_ Proposed lease rate?: \_\_\_\_\_
- 3) Purchase Price of Property?: \_\_\_\_\_ PITI?: \_\_\_\_\_
- 4) Expected rate of return?: \_\_\_\_\_ Market value of property: \_\_\_\_\_

INITIALS: \_\_\_\_\_

**Personal Properties:**

1) List and describe All Personal Property (I.E. Appliances, drapes, furniture, fans, etc.):

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List warranties on personal property and any preferred vendors:

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**Owner's Forwarding Address and Phone Number(s):**

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Owner's email address(es): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Referred by: \_\_\_\_\_

**(All Owners Must Sign)**

Owner: \_\_\_\_\_ Date: \_\_\_\_\_ SSN: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_ SSN: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Agent/Property Manager**

INITIALS: \_\_\_\_\_