

LONGTERM RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

This agreement is the property management agreement of the parties, which shall govern their rights and obligations during the term of this agreement relative to the management of the property subject to this agreement.

TERMS AND CONDITIONS

1. PARTIES AND TERM

A) Parties

This property management agreement ("PMA" or "agreement") is entered between the Owner(s) identified below (hereinafter "Owner"), and House2home Properties (hereinafter "Manager"), a Florida real estate brokerage and company, located at 8270 Woodland Center Blvd., Tampa, FL 33614 with phone number 813-703-1400 or as otherwise notified by Manager, for the purpose of managing Owner's long term residential rental properties as identified herein or addendum hereto.

Owner: _____
(Full Name)

Phone #: _____

Email: _____

Owner: _____
(Full Name)

Phone #: _____

Email: _____

B) Owner Certification

The title holders of the property are the Owners as stated herein, who certify that he or she holds unencumbered and clear title to the property, the addresses of which Owner shall provide to Manager, which property is able to be conveyed as set forth herein to that certain premises and other improvements (hereinafter "property"), and has full right, power and authority to engage and enter into this agreement and appoint Manager for all purposes stated herein. Nothing in this agreement shall be deemed to create or shall be construed as creating in Manager any interest in or to the Property or a partnership or joint venture with the Owner.

Owner must provide us with proof of ownership of the property on or before execution of this agreement.

Owner Online Portal: www.house2home.rentvine.com/portals/owner

C) Term

This agreement shall commence when the Owner and Manager have executed this agreement and shall be in force for a term of eighteen (18) months. Upon natural expiration of the term, the agreement shall renew for an additional 18-month term on each anniversary until the agreement is terminated. The term of this PMA may be terminated as described herein.

2. MANAGER SERVICES AND AUTHORITY

2.1 Services and Authority

Owner hereby gives Manager the authority to carry out the terms of this agreement, lease and applicable law, to do or cause to be done, subject to the limitations as provided herein, the following on Owner's behalf and agrees to pay for Manager's fees of such services as provided herein.

- A) Communicate with owner, tenants, and other parties regarding the tenancy;

- B) Conduct market value analysis, list, and advertise the property for rent;
- C) Process rental applications and establish terms and conditions thereto;
- D) Prepare lease agreement form prepared by Florida attorney, negotiate terms and conditions, and execute signature on behalf of Owner;
- E) Establish the terms and conditions for tenancies;
- F) Terminate, extend, and renew tenancies;
- G) Determine and negotiate lease terminations and tenant vacating;
- H) Prepare and serve notices;
- I) Perform inspections;
- J) Negotiate and make reasonable concessions, credits, and abatements to tenants or former tenants in the property;
- K) Claim, negotiate, settle, and release security deposits;
- L) Receive and handle all rents, fees and monies owed and paid arising out of this agreement, leases, and other agreements regarding the property;
- M) Receive unpaid rents and other fees or monies due from any tenant to settle, compromise and release claims by or against any tenant (this provision shall not be construed to mean that Manager shall perform debt collection services);
- N) Repair and maintain the property as provided herein;
- O) Contract for utilities to the property, and other regularly recurring services and expenses Manager determines are reasonable to maintain the property for tenancy; and
- P) Perform other services Manager deems necessary, related to the leasing and management of the property and within the scope of Manager's services herein.

2.2 Independent Contractor

Owner hires Manager as a real estate brokerage and independent contractor. Except as expressly provided herein, Manager may use its sound discretion, knowledge, and experience on all matters and decisions of managing the property subject to the limitations as provided herein. Owner understands that Manager may have or obtain property management agreements on other properties and that potential tenants may consider, make offers on, or lease through Manager such other properties. Owner consents to Manager's representation of other owners' properties before, during, and after the expiration of this agreement.

2.3 License Limitations

Manager does not perform services that exceed the scope of this agreement and Manager's brokerage license authority under F.S. chs. 83 and 475. For services that Manager performs to service the property on behalf of the Owner pursuant to this agreement that requires a license outside of F.S. ch. 475, Manager must hire a person who is properly licensed. For example, pest control services must be performed by a person licensed under F.S. ch. 482; contracting services for repairs over \$5,000 must be performed by a person licensed under F.S. ch. 489; where Owner needs an attorney to prosecute legal action or claim, needs a public adjuster to pursue insurance claims; where Owner needs a title company or attorney on questions of title or boundaries; where Owner needs a licensed home inspector; or where Owner needs a property appraiser for valuation of property. Manager is not responsible for the acts or omissions of the contractor or outcomes of their service.

2.4 Leasing

Manager shall be Owner's exclusive authorized agent to carry out property management services under the terms of this agreement.

A) Rental Rate

Manager, in its discretion, will set and from time to time, adjust the monthly rental rate considering fair market value. Manager may offer concessions or rebates as incentive to rent the property, attract quality tenants, or resolve tenancy disputes. Manager balances the interests of procuring quality tenants while also renting the property as quickly as possible.

B) Lease Term

Manager normally uses one-year lease terms for tenancies, but there are occasions where allowing a tenant to go month-to-month or beginning a tenancy on month-to-month is appropriate under the circumstances. Manager will determine which type of tenancy to use in its discretion.

C) Lease Agreement and Legal Notices

Manager will utilize a lease and addenda prepared by Manager's Florida-licensed Attorney who specializes in landlord-tenant law. Owner understands and agrees that Owner does not own the rights of and to Manager- or attorney-prepared legal documents or forms, and Owner may not use said documents if this agreement is terminated, except that if this agreement is terminated during a tenancy, the lease agreement in effect may stay in effect until it has naturally expired, at which point, Owner may not use the lease agreement or other addenda prepared by Manager or the attorney. Where Florida law prohibits a non-licensed attorney from preparing legal notices regarding a tenancy, a Florida attorney is required to prepare the notices, and we utilize the legal services of a landlord-tenant attorney.

D) Inspections

Manager conducts periodic inspections of the Property at such times and intervals as Manager determines appropriate in its sole discretion, which inspections, whether performed directly by Manager or through hires, agents, employees, or vendors, is subject to an Inspection Fee as provided in the Management and Service Fees Addendum.

Owner acknowledges that any inspection performed by Manager is conducted solely for the limited purposes of: (a) monitoring tenant compliance with the lease agreement; (b) identifying apparent maintenance, repair, safety, housekeeping, or property condition issues; (c) facilitating and coordinating repairs, maintenance, and vendor access; and (d) assisting Manager in carrying out its duties under this Agreement.

Owner expressly acknowledges that Manager is not a licensed home inspector, building inspector, engineer, architect, contractor, environmental consultant, mold assessor, or other construction or design professional. Any inspection performed by Manager shall be limited in scope and visual in nature and shall not constitute a comprehensive property inspection, code compliance inspection, engineering review, environmental assessment, or evaluation of the structural, mechanical, electrical, plumbing, roofing, HVAC, foundation, drainage, moisture, mold, pest, or other systems or components of the Property.

Manager shall have no duty to discover latent, concealed, hidden, inaccessible, or technical defects or conditions, nor shall Manager be liable for failing to identify any condition that would not be reasonably observable during a routine property management inspection. Owner remains solely responsible for obtaining any specialized inspections, evaluations, testing, or professional assessments deemed necessary for the Property. Manager makes no representation or warranty regarding the condition of the Property based upon any inspection conducted pursuant to this Agreement.

E) Advertisement

Manager may advertise the property as Manager deems necessary and reasonable to lease the property to an apparent qualified tenant. Manager has discretion regarding the sources and medium of advertisement and when to advertise. If Owner insists on using a specific medium to market and Manager does, in fact, use that medium for the property, Owner agrees to pay for any costs to use that medium if Manager chooses to use that medium.

F) Screening Tenants

Manager will use diligent efforts to secure, screen, qualify, approve or deny rental application and for the leasing upon each vacancy. Manager may utilize resources Manager deems appropriate to process and screen applications pursuant to applicable laws. Manager does not make an expressed warranty about the actual quality of the tenant. Manager may obtain personal information about the applicants and tenants, including credit and financial information, but Manager may not disburse or disclose that information pursuant to applicable law.

G) Remedy For Tenant Early Termination

Any provision to the contrary notwithstanding, if a last-remaining tenant terminates a lease before the natural expiration of a lease term, Manager may exercise the following remedy at Manager's absolute and independent discretion: Manager shall retake possession of the property as soon as practical, get it in rent-ready condition, and re-rent the premises in attempt to mitigate loss of rental income. This remedy may be made at the exclusion of the alternative remedies provided under F.S. 83.595(1) and (3). For any early termination fees paid by a tenant, Manager shall first be paid management fees under this agreement.

H) Liquidated Damages For Tenant Early Termination

Pursuant to F.S. 83.595, landlords have the ability to offer to the tenant a lease addendum that allows for liquidated damages in the event a tenant terminates the lease early, which amount can be no more than 2 month's rent (note: "servicemember" tenants are exempted for having to pay early termination fees when they terminate

under the Servicemember Civil Relief Act or F.S. 83.682). Manager prefers to use a liquidated damages provision pursuant to F.S. 83.595(4), providing that the tenant is liable for up to 2 months' rent payment for early termination without lawful cause.

I) Tenant Default

Manager uses due diligence to enforce the tenant's obligations. Manager does not guarantee that a tenant will not default in his obligations and cannot guarantee that laws or executive orders will not change or interfere with management of the property. Nothing in this agreement shall be construed to obligate the Manager to prosecute legal action against a tenant for damages or collections for monies the tenant may owe under the lease agreement, including but not limited to, hiring an attorney to file a lawsuit or engaging collection services against the tenant, nor does Manager guarantee that a tenant will pay required monies owed under the lease, such as, e.g., an early termination fee. If Owner desires to seek money judgment or collection against a tenant, it is the Owner's responsibility to do so on his or her own behalf.

J) "Cash-For-Keys"

In situations where an eviction is ripe for filing, Manager may decide, in its discretion, whether or not offering "cash for keys" is a better option to remove the tenant than filing an eviction, as such an arrangement with the tenant may remove the tenant faster, reduce or mitigate losses, and is less expensive than an eviction. Owner understands that he or she is responsible for paying for the eviction costs (i.e. clerk of court filing fees, summons issuance and service, writ of possession, not including attorney fees), which is typically and approximately \$350.00, but may vary. Considering the cost of filing the eviction, Owner agrees that Manager may use that cost amount and offer up to \$350.00 to a tenant in a "cash for keys" vacate agreement, which Owner agrees to pay for the tenant to vacate.

K) Evictions

If Manager must appear at court or legal proceeding as a witness, Owner shall pay Manager a witness appearance fee of \$ 200.00.

2.5 Financials

A) Monies Held and Used for Owner

Manager shall deposit all rents and receipts collected for Owner in a Florida financial institution whose deposits are insured by an agency of the United States government, which shall be separate from Manager operating accounts. The banking institution for Manager is Bank of America in Tampa, FL. Manager shall not be liable for any losses or damages in the event of bankruptcy or failure of a financial institution. Manager shall disburse all monies as provided herein.

B) Costs and Expenditures

Manager may use any monies collected for Owner (e.g. rent proceeds) to pay for expenditures that are Owner's obligation by law, this agreement or the lease agreement. Manager is not obligated to advance money to Owner on Owner's behalf. If Manager advances funds on Owner's behalf, any funds not paid to Manager within 5 days of request will bear an interest at a rate of 0 % per annum. Owner may be required to advance funds as required by Manager.

C) Receipt and Disbursement

Manager will receive and disburse all rents, deposits, fees, and other such monies owed relating to the property pursuant to this agreement and the lease and may deduct any monies owed to Manager or to third parties for services performed for the property from said amounts. Due disbursements of rents will be made on the date identified in the management services selected by the Owner following the receipts from the previous month. The month of disbursement is the "disbursement month".

D) Order of Disbursement

Accounting periods are based on standard 12 calendar months. Disbursements of funds shall be made in the following order and manner: (1) fees, charges, and reimbursements due under this agreement; (2) all other operating expenses, costs, and disbursements payable from Owner's funds; (3) reserves; and (4) balance to Owner. All Owner distributions will be *Electronic Fund Transfer*, but if Owner requires checks to be mailed, Owner shall pay Manager's administrative fee of \$ 0.00 for Manger's added administrative burdens. When Manager disburses monies to Owner, Manager will include an accounting of the monies collected, paid and disbursed to

Owner. If this agreement is terminated, Manager may withhold disbursement until such time as all outstanding invoices or bills are received so that Manager may conduct an accurate accounting of the final disbursement to Owner.

E) Payments on Owner's Account

Manager is not obligated to make payments on behalf of the Owner for property insurance, debts, notes, taxes, mortgages, assessments, liens, or security on or for the property or to third parties that Owner hires directly. If, however, Manager pays monies for Owner for the afore-stated events, Owner shall pay Manager zero percent (0%) of the amount paid on Owner's behalf, which Manager may collect and be reimbursed from any funds Manager receives or holds for Owner. Owner is responsible to make and deliver all payments to Manager; Manager does not pick up payments from Owner outside of our office. If Owner requires a check be delivered outside our office, Owner will pay Manager Delivery of Payment.

F) Survivability

All fees and costs that are owed to Manager survive termination or expiration of this agreement, regarding fees earned or costs incurred during this agreement that have not been paid by or after its termination. Manager may deduct any fees owed by the Owner from any funds Manager holds for Owner. All management fees are non-refundable and charged per service or event occurrence as provided herein.

G) Records

Manager will maintain records required under this agreement and related to the management of property and will render to Owner via email or electronically send monthly statements showing funds collected for Owner and all fees, costs, and expenses deducted from disbursements. Owner must provide Manager with a safe and secure email address and agrees to check the same regularly to ensure proper notification and communication with Manager.

H) Tax Preparation and Filings

Manager will submit the IRS Form 1099 to Owner electronically (e.g. email, portal) regarding all properties managed by Manager for Owner.

I) Mailing

Owner shall pay Manager the costs of any mailings to tenants or Owner.

J) Compensation and Fees

(1) Onboarding (Vacant and Occupied)

If the property is vacant upon hiring Manager, Owner pay Manager Vacant Onboarding Fee per unit for the added administrative burdens of onboarding the property into Manager's management system and operations, but if the property is tenant-occupied upon hiring Manager or bringing in a new property for management under this agreement, Owner shall pay Occupied Onboarding Fee.

(2) Tenant Placement

When Manager places a new tenant in the property, Owner shall pay Manager Tenant Placement Fee per rental unit of the property for the added administrative burdens of placing a new tenant.

(3) Renewal

Owner shall pay Manager a Tenancy Renewal Fee when an existing tenant renews or extends a tenancy, whether the lease term is specific or at-will for the added administrative burdens on renewing a tenancy.

(4) Management

Owner shall pay Manager the Base Management Fee pursuant to the Fee Schedule, plus other applicable fees for added administrative burdens or services required in this agreement or when Owner elects optional services. If Manager reduces or abates rent during a tenancy, in Manager's professional judgment, due to a landlord breach of obligation or property condition to avoid risks of liability, the base management fee of the original rent amount remains in effect. If rent becomes subject to seizure by a third party (e.g. homeowner association, mortgagee, lien holder), Owner remains obligated to pay Manager the base management fee.

(5) Vacancy

Manager does not charge a management fee during a vacancy period, except under the following conditions. After Manager completes a move-out inspection, Manager will determine what repairs or maintenance needs to be performed to bring the property to rent-ready conditions. We will use our Property Condition Standards

to make our determination and recommendations for repair and maintenance. If Owner does not pay for the necessary repairs or maintenance within 15 days of our notice to Owner to bring the property in rent-ready condition, or if the time needed to bring the property in rent-ready condition exceeds 30 days from the date of notice to Owner of needed repairs, Owner will pay Manager Vacancy Management Fee during the period of vacancy. If Owner wants a recommended repair be deferred (e.g. until the property is re-rented), Owner shall request the same to Manager, and if Manager agrees to a deferred repair, that repair will not be considered for purposes of triggering the Vacancy Management Fee provided herein.

(6) Security Deposit Claims. See Addendum.

(7) Landlord Protection Insurance

Owner may elect to pay the annual premium for insurance coverage under the policy (see addendum and policy for details). When the insurer pays on a claim for property damage submitted by Manager, Owner shall pay Manager 0 % of monies received (excluding for rent payment) as compensation to Manager for the added burdens and expenses for assisting the claim process. Manager is entitled to its base management fee on rent payments received from the insurer.

(8) Other Compensation

Unless otherwise stated, this agreement does not include Manager's service of preparing the Property for sale or refinance, modernization, fire or major damage restoration, rehabilitation, financial accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending any Association or Condominium meetings, and any other obligation not listed as a Service. If the Owner requests the Manager to perform services not included in this Agreement, a fee must be agreed upon before such services are performed.

(9) Fees from Tenant

Owner agrees that the Agent may receive and keep fees and charges from tenants for services provided to tenant or administration burdens imposed on Manager, including but not limited to, requesting an assignment of lease or sublease of the property; processing rental applications for credit and background checks; returned (NSF) checks; late payments; lease violations; and any other services that are not in conflict with this Agreement. Such charges may or may not be defined as "additional rent" in the lease agreement. When Manager collects such charges, those fees are not included in the "base rent" for owner disbursement calculation, and Manager retains tenant fees as compensation for the added burdens, costs and expenses imposed on Manager and for services provided to tenant. Manager need not account or report to Owner for such fees and will not include them in the calculation of owner disbursement.

(10) Repair Commission. See Para. 2.6 below.

(11) Inspections. See Para. 4, et. seq. below.

2.6 Maintenance and Property Conditions

A) General

Subject to the terms and conditions herein, Owner authorizes Manager, at Owner's cost, to do or cause to be done through employees, agents, hires, or vendors, the following repair- and/or maintenance-related tasks of the property for the purposes of listing on the market and residential tenancy:

- 1) Make ordinary repairs and replacements necessary to preserve and maintain the property in good and rentable condition and that are needed to comply with lease agreement and applicable law;
- 2) Negotiate and enter into agreements with third parties for all necessary repairs, maintenance, minor alterations, and utility services;
- 3) Use appropriate persons or companies, which Manager may choose, to perform needed services, including companies Manager may or may not have control over or a financial or ownership interest, to carry out Manager's authority under law and this agreement;
- 4) Apply funds from rents for property expenses, maintenance and repairs;
- 5) Determine repair and maintenance obligations based on F.S. ch. 83, pt. 2, the lease agreement and this agreement;
- 6) Receive or offer service incentives or discounts at the discretion of Manager;
- 7) Inspect the property as Manager deems appropriate to investigate property's condition and tenants' performance of their obligations; and

8) Purchase and pay bills for services and necessary supplies for the Property.

Nothing in this agreement shall be construed to impose obligations on the Manager to perform the following services: prepare the property for natural disasters (e.g. hurricane), services that exceed Manager's authority as a person who is not a licensed contractor (see subsection C below), and insurance claims. Owner agrees that he or she retains responsibility for such services.

B) Rent-Ready Condition

Owner is responsible to pay for repairs, maintenance, and/or alterations that are proper or necessary to bring and keep the property to safe, habitable, and marketable conditions (e.g. cleaning, pressure washing, smoke detectors, blinds, yard maintenance, painting, fixtures, screens, appliances, etc.). Manager uses the *Property Condition Standards* to determine rent-ready and habitability conditions. Damages that are due to normal wear and tear and Owner's responsibility to replace or repair. Manager has the discretion to determine questions of "normal wear and tear".

C) Repairs That Fall Under F.S. ch. 489

Pursuant to F.S. ch. 489, Manager cannot perform or contract for repairs on behalf of owner where the aggregate contract for labor, materials, and all other items exceed \$5,000.00 and where the repair requires a contractor license under ch. 489. Owner agrees that for all repairs that F.S. ch. 489 requires a license, only a properly licensed vendor will be used to service that needed repair.

D) Repairs, Materials, and Commission

Vendor

For any improvement, maintenance, alteration or repair ("repair") for which Manager hires a vendor to perform, Owner shall pay Manager its commission of the vendor invoice amount (labor and material) per accounting period for the added administrative burden and expense imposed on Manager for ordering, coordinating, scheduling, monitoring, inspecting, and documenting such service, its status, and its completion.

Maintenance Staff

For repairs that Manager uses its maintenance staff, Owner shall pay Manager's maintenance labor rate as defined herein for repair and maintenance time and its commission on all material costs.

Owner Hires

If it becomes apparent or Owner makes known to Manager that Owner hires his or her own maintenance vendors or employees to perform repairs or maintenance as a matter of normal course, and Owner requests Manager to provide an estimate for repairs, Owner shall pay Manager its standard hourly rate for providing the estimate, unless Owner hires Manager to perform those repairs.

During Vacancy

Manager agrees that Owner may utilize its own vendor for repairs and maintenance, without Manager's prior approval, if the property is vacant, subject to the terms and conditions relative to Owner's obligations to keep and maintain the property's conditions as required herein. If Manager must travel to a Property governed under this agreement during vacancy to accommodate or otherwise handle a situation, Owner shall pay Manager a Trip Fee as provided in the Management and Service Fees Addendum. Otherwise, Owner agrees that Manager will coordinate for repairs and maintenance during tenant occupancy.

E) Utility and Service Bill Payments

Owner shall pay Manager 5% of service bills (including payments to third parties that are contracted or hired directly by Owner) that Manager pays on behalf of Owner for the added administrative burdens imposed on Manager.

F) Pest Control

Owner shall be responsible for the cost of routine pest control services for the Property during periods of vacancy and during any tenancy. Manager is authorized to arrange for such services and pay the provider from funds held on Owner's behalf or bill Owner directly. Notwithstanding the foregoing, Manager may require the tenant, pursuant to the lease agreement, to reimburse or directly pay for pest control services during the tenant's occupancy. For purposes of this Agreement, "pest control services" include the prevention, treatment, extermination, and control of ants, roaches, spiders, fleas, ticks, silverfish, earwigs, centipedes, millipedes, wasps, hornets, bees, termites, bed bugs, rodents (including rats and mice), mosquitoes, and other common household pests.

G) Non-Emergency Repairs

- 1) **Pre-Authorization.** For repairs and maintenance that are not estimated to exceed \$ 550.00, Owner hereby authorizes Manager to order or perform such services, and Owner agrees to reimburse Manager for the services or expended monies to hire services for the repair without need to obtain pre-approval from Owner.
- 2) **Reserve.** Owner agrees to keep a Maintenance Reserve Account funded at \$ 500.00 per rental unit at all times, but if Manager manages more than 8 units for Owner, Manager may require less than \$ 500.00 per unit, and the reserve held in total may be used to service any of Owner's units.
- 3) **More-Than-8-Units Reserve Amount.** If this agreement governs more than 8 units, the reserve amount per unit required is stated as follows: \$ _____ (if left blank, \$250/unit).
- 4) **Approval.** If a rental unit's repair is greater than \$ 550.00, Manager will notify Owner of the needed repair, and Owner shall not unreasonably withhold approval of any necessary repair or replacement to comply with Owner's obligations under law and applicable agreements. If Owner disapproves a repair request, Owner shall state the reason(s) why and provide terms or conditions to Manager on which the Owner is willing to approve the repair requested.
- 5) **Obligation Determination.** Manager determines whether a repair item is a tenant or landlord obligation or not expressly a landlord or tenant obligation under the lease agreement or property management. Manager responds according to obligation of the repair. If the repair item is not a landlord obligation or is a tenant obligation, Manager will not perform or hire service for the repair on Owner's account without Owner's prior approval. For example, if a tenant requested that we paint the fence in the backyard, we would notify the tenant that the landlord is not obligated to paint the fence and thus would not perform or hire service without first getting Owner's approval, even if the repair estimate is under \$ 550.00. If, however, the tenant reported a leak under the kitchen sink, we would perform or hire service to fix the leak (assuming there is no evidence that tenant caused the leak) if the repair is under \$ 550.00, since the lease agreement and F.S. 83.51(1) requires the landlord to keep plumbing to code or in reasonable working condition and also to protect damages to Owner's property.
- 6) **Owner Response.** Owner agrees to respond timely to any notice and communication.

G) Emergency

Manager may take reasonable steps to address and cure an emergency repair situation without notice to Owner. "Emergency" includes situations that involve dangerous conditions to persons or where imminent and major property damage is threatened under the circumstances.

H) Bids/Estimates

When Manager presents to Owner third-party estimates or bids for maintenance or repair, Manager is not required to present more than one estimate, except and unless upon Owner's written request for an additional estimate, in which case, Manager will then obtain one additional estimate. If Owner wants yet another estimate, Owner shall pay Manager a Multiple-Estimate Fee as provided in the Management and Service Fee Addendum for the added administrative burdens imposed on Manager. Owner understands that delaying a necessary repair by requiring multiple estimates or bids, especially when the situation involves a landlord obligation, may expose the landlord and Manager to liability and that it is important to make landlord-obligated repairs timely. Owner may suggest or recommend a preferred vendor, but Owner understands that Manager is not obligated to use that vendor.

I) Move-Out

Manager's procedures upon a tenant move-out is to have the property professionally cleaned to maximize rent potential for the next tenant, prepare the property for renting in an expeditious manner, and maintain the integrity of the property. Manager uses the *Property Condition Standards* to assess move-in ready condition. If a tenant does not pay the monies owed under the lease agreement or the security deposit is insufficient to pay for the tenant's obligation to pay for cleaning fees, Owner is responsible to pay service to bring the property to rent-ready condition so it can be rented. If a tenant still owes a balance after the security deposit is exhausted, Owner may exercise his or her lawful remedies to seek collection of the same. Manager is not a debt collector for any monies that may be owed to the Owner by a tenant.

J) Contracted Services

Manager may use its maintenance staff and/or hire vendors to comply with Manager's duties under this agreement, the choice of which shall be in Manager's discretion. Manager may perform its services through companies in which

Manager may own or control an interest, and may receive fees, commissions, and/or profits from these affiliated companies. For any services that Manager provide to tenants, whether it be a tenant obligation repair or a service the tenant hire Manager to perform, Manager may provide those services to tenants without notice to or approval of Owner.

K) Utilities and Landlord Agreements

Manager may enter into a Landlord Agreement with any utility servicing the property without notice to any party, including to maintain, terminate, or transfer utility services so that, in part, utilities will not be interrupted and to avoid unnecessary fees that could be otherwise incurred. Any Landlord Agreement that Manager has with any such utility company shall prevail and take precedent over any other agreement to the contrary, including but not limited to, an agreement the Owner has with the utility company. Any deposits required by a utility company is the Owner's responsibility, and Manager may use Owner funds to make such deposit at Manager's discretion without prior notice to Owner. Owner is responsible for any special assessment charged by the utility company, such as Storm Water Assessment, that are not directly attributed to or caused by a tenants' use of the premises during the tenancy. Manager may prevent interruption of utility services and to comply with any applicable laws or professional responsibilities regarding the tenancy. For any utility that is landlord-provided during a tenancy, Manager is authorized to ensure the utility or its account is active and operational.

K) Mold or Contaminant Testing

If a potentially dangerous contaminant (e.g. mold) is suspected in the property, a test may be required for the presence of mold or other contaminant by a licensed professional of Manager's choice. In any situation where the property must be serviced to clean and remediate a contaminant that infected the property, Owner agrees that Manager will only hire a licensed and insured remediation service provider.

L) Swimming Pool (if applicable)

At Owner's expense, the pool or spa on the property will be routinely serviced by a professional pool company uninterrupted all year. Owner shall comply with the legal requirements regarding pool safety features pursuant to F.S. ch. 515 (or as amended by the legislature) and other applicable statutory and regulatory requirements and shall maintain a professional licensed bonded pool service on the pool at Owner's expense at acceptable industry standards. Tenant will be responsible for basic maintenance during the tenancy, such as maintaining water level, vacuuming, and removing debris.

M) Compliance Costs

If the property's condition requires the purchase or rental of an appliance or item to ensure that Owner complies with its lease or statutory obligations, Owner is responsible to pay for such costs. For example, if the HVAC is not functioning properly, including not heating or cooling the property sufficiently, and a portable A/C unit needs to be purchased or rented to heat or cool the property, Owner is responsible for the costs.

N) HVAC

Under F.S. 83.51, a landlord agrees to provide working heat during the Winter, and under the "implied warranty of habitability", keep the HVAC in working condition during warm weather conditions to ensure the habitability of the property. Owner shall keep and maintain the HVAC or other heating and cooling appliances (HVAC) in good, working condition to acceptable industry and tenancy standards. Manager has the discretion to negotiate with the tenant in this situation to avoid liability and tort action in Manager's discretion (common resolutions involve offering tenant rent abatement or crediting the tenant the monies that the tenant must expend to rent another living space during the relevant period of time and installing portable A/C units). Note: Manager does not provide tenants with space heaters.

O) Appliances

- (1) **Inventory.** Owner shall cooperate with Manager in compiling the *Appliance Inventory* to identify the make, model, and year of appliances that service the premises.
- (2) **Fit for Use.** It is not the responsibility of the Manager to determine whether or not any appliance is fit for safe and proper use. Manager may refuse to allow certain appliances or personal property to remain on the property if the property is potentially unsafe, or in some way, devalues the use of the property, or is unnecessary.
- (3) **Appliance Guarantee.** Owner agrees to keep, at a minimum, the kitchen refrigerator, built-in microwaves, oven-stove, cook top, dishwasher, and HVAC appliances in safe, working condition during the tenancy (exclusive of any defect or damage caused by the tenant). If an owner-guaranteed appliance becomes defective or needs repair or replacement, Owner authorizes Manager to repair or replace said appliance in a timely manner or to offer tenant a reasonable conciliation in the event the appliance cannot be repaired or replaced.

P) Home Warranty

If a home warranty exists regarding the property, then for any repairs covered by the warranty, Owner must provide Manager with all information and documents regarding the warranty and facilitate Manager's use of the warranty. As the first party to the warranty, upon notice from Manager, Owner must make the claim on the warranty for services covered and cooperate with various home warranty companies in the maintenance of the property (when applicable). Should Manager determine that the warranty company or its contractors, subcontractors or agents are incompetent, unresponsive or untimely, Manager may perform or contract for necessary repairs. Owner is responsible for renewal of warranty and payment of premiums and fees. If a warranty company requires a check be delivered at the property before or at the time of service, owner will pay Manager Delivery of Payment.

2.7 Correspondence

A) Correspondence

Owner agrees to create an online portal account through Manager's software program and to communicate with Manager using the portal. Owner agrees that if he or she sends an email or text message to Manager, it must be sent through the online portal (not text messaging to cell phone numbers). Owner agrees to check for communication from Manager on a routine and regular basis to ensure proper management can be performed. Owner agrees that Manager's business hours of operation are Monday - Friday, 9:00am - 5:00pm, except for holidays when our office is closed. Owner agrees that unless Owner's correspondence involves an emergency, Manager will respond during normal business hours.

B) Absence

If the Owner will be or intends to be unavailable for more than three consecutive (3) days, he or she shall notify Manager of the period of absence and provide Manager with the contact information of his or her power of attorney to act on his or her behalf.

2.8. Pets

A) Pets

Owner understands that allowing pets in the property opens more opportunities for qualified tenant applications, but there are also increased risks that property damage may occur. Manager normally charges "Pet Rent" to the tenants if pets are permitted and application approved. Pet rent is determined based on a risk assessment after the tenant completes the pet application.

B) Emotional Support and Service Animal

When a tenant qualifies under the Fair Housing Act for reasonable accommodation, a service animal cannot be prohibited, and rent, fees or (unreasonable) deposits cannot be charged for accommodating the tenant's request for the same. If Owner's property insurance policy prohibits certain animal breeds, Owner shall disclose the same to Manager within five (5) days of the execution of this agreement or of the owner's policy taking effect and provide a copy of the policy to Manager. Owner understands that while the insurance policy may prohibit certain breeds or may not cover liability caused by an animal on the property, this does necessarily mean that a judicial officer will deem that provision to serve as lawful grounds to deny the ESA under Fair Housing law. See also, "Fair Housing" herein.

2.9 Third Parties and Neighbors

Manager has no duty towards persons that are not party to or intended beneficiaries of a lease agreement. Any conditions that do, or are claimed to, cause a dangerous or hazardous condition to persons not party to a lease agreement are solely the Owner's responsibility to address and repair if necessary. For example, if a neighbor claims that a tree or other object presents a dangerous condition to the neighbor, Manager has no duty to respond to or communicate with the third party or to address the reported problem, but Manager will notify Owner of any such allegation so that Owner may take proper steps to resolve the problem or issue. If the Owner desires Manager to assist in handling the matter, Manager may accept the request at his discretion, and in such an event, the parties may agree on the terms of Manager's service.

3. OWNER RESPONSIBILITIES

A) Owner Duties

Owner shall:

1. Comply with his or her obligations applicable federal, state and local laws; the lease agreement and this agreement; homeowner and condominium associations and other applicable rules, by-laws, regulations, ordinances and contracts affecting the property;
2. Provide all documents and cooperation required by Manager to carry out this agreement;
3. Provide current Owner and property information relevant to this agreement and notify Manager immediately of any changes in contact information, including address, phone and email address, insurance coverage, warranty policy information, etc;
4. Provide required Flood Disclosure pursuant to F.S. 83.512;
5. Pay all mortgage, notes, liens, dues, charges, assessments, insurance, interest, fines, taxes, or service contract payments on time to prevent foreclosure on property, disruption of services, and interference with the tenant's right and use of the property and keep the property (or allowed the property to be kept) in compliance with all health, safety, building, and life codes required by any federal, state or local agencies and law;
6. Notify and provide Manager copies of all notices of default, threatened acceleration or foreclosure of a lien securing the property and of all contracts for sale, options to purchase, contract for deed, or any other contractual obligation affecting the property;
7. Notify Manager of any correspondence, actions, or circumstances affecting the property and/or lease pertaining thereto;
8. Keep the property free from pest and rodent infestation or other nuisance negatively affecting the tenancy or tenant's rights;
9. Immediately notify Manager of any known or suspected defects, hazards, or problems with the property;
10. Not interfere with tenant's right, use and enjoyment of the property;
11. Not enter or inspect the property, or perform any service or activity thereon, without prior approval from the Manager and in all cases, not violate state or federal law and the lease agreement in this regard;
12. Notify the Manager when a tenant contacts the Owner during the term of this agreement and provide Manager with the communication;
13. Not contact the tenant during the term of this agreement, unless otherwise approved by Manager beforehand in writing;
14. Not request police or code enforcement to visit the property without first notifying Manager, unless a true emergency exists, in which case, Owner shall immediately notify Manager;
15. Not negotiate with any prospective applicants or tenants who might contact Owner directly or indirectly, but refer all such people to Manager;
16. Cooperate with Manager to facilitate showings, marketing and leasing of the property;
17. Not advertise, publish, or circulate Owner's own advertisements (but may share or copy Manager's advertisements published to the public);
18. Pay for all costs associated with the management of the property, including but not limited to, maintenance, repairs, vendors, legal costs (e.g. evictions), making/sending copies of invoices, receipts, bills, etc., utility activation, re-keying, etc;
19. Advance any costs to Manager as needed and reimburse Manager for any costs paid or incurred by Manager;
20. Pay for the fees and costs and indemnify Manager of any such fees and costs if litigation arises and an applicable court deems that the opposing party is the "prevailing party" and orders the "losing party" to pay for attorney's fees and costs, Owner shall be solely responsible;
21. Not disconnect, terminate, or interrupt utilities servicing the property, unless otherwise approved by Manager with advanced notice given, in which the Owner shall state the reason for such request; but in any case, Owner and Manager may not interrupt the utilities during the tenancy except as allowed by law. In no case shall the Manager and Owner violate the law regarding interruption of utilities during the tenancy;
22. Provide Manager with at least 90 days' notice if Owner intends not to rent or renew for lease the property upon the termination of an existing tenancy;

23. Give Manager timely notice if Owner believes Manager is not fulfilling its obligations or is negligent its duties under this agreement, detailing the basis of Owner's belief.
24. Remove any homestead notices or exemptions to the government once the property is used for rental or investment purposes; and
25. Execute any document necessary for Manager to carry out her rights and obligations under this agreement and provide any and all necessary and beneficial information Manager requests or needs to perform its duties and rights under this agreement.

B) Owner Provisions

In addition to any other provision stated herein, Owner shall provide or pay for:

1. Provide Manager with proof of insurance, home warranty, and umbrella coverages within five (5) days of execution of this agreement;
2. Provide Manager W-9 IRS form
3. Provide Manager Direct Deposit authorization form
4. Provide Manager with all keys, access devices, codes, remotes (in working condition) that service the property;
5. Provide Manager with all utility and property service (e.g. lawn care, pool service, etc.) information
6. Provide Manager with instructions or notifications concerning any peculiarities or particulars about the property that Manager needs to properly manage the property (including but not limited to, user manuals, items in the property that do not function, unusual location of switch, functioning, etc.);
7. Pay for blinds for all windows (if not already included);
8. Pay for window screens and installation (if not already included), and keep maintained;
9. Pay for routine interior and exterior pest control and extermination;
10. Pay for routine septic tank service as recommended by manufacturer or plumbing professional;
11. Pay for as needed rodent extermination and control;
12. Pay for routine pool and spa service (if present);
13. Pay for smart lock, connection hardware, and installation (see addendum);
14. Provide Manager with any existing copies of lease agreements or service contracts related to the property;
15. Provide Manager with HOA or COA website and rules and regulations;
16. Pay for Virtual Tour of the property (if applicable);
17. Pay for annual inspection by licensed home inspector as recommended by Manager (see addendum); and
18. Provide Manager with Utility, County and City, Government or any other applicable notices regarding the property.

C) Owner Liability and Casualty Insurance

Owner shall maintain in effect at all times a comprehensive casualty insurance coverage in an amount equal to no less than the value of the property and a public liability insurance policy against any and all first or third party claims or demands whatsoever arising out of or in any way connected with the operation, leasing or maintenance of the property, in the amount of not less than \$ 300,000 for bodily or personal injury and \$ 0.00 for property damage.

If Owner has a current policy in place with less than these limits, Owner shall disclose the declaration page to Manager within five (5) days of executing this agreement. Owner's insurance policy shall be updated and written to protect Manager as an additional insured in the same manner as Owner. Within five (5) days of executing this agreement, Owner shall provide proof of such coverage, and during this agreement, shall provide proof of coverage on this agreement's anniversary.

This agreement serves as Owner's authorization and permission for Manager to obtain and discuss any claim regarding the property with Owner's insurance company, but Owner understands and agrees that Manager does not provide public adjusting or legal services for any property damage or liability insurance claim. The policy shall require that notice be given to Manager for Owner's violation of the insuring agreement, including but not limited to, the insurer's intent to terminate or cancel the policy.

If Owner fails to obtain, maintain, renew, or provide satisfactory evidence of such insurance coverage, Manager shall have the right, but not the obligation, to obtain liability insurance or other protective coverage for the benefit of Manager ("Force-Placed Coverage"). Owner expressly authorizes Manager to procure such Force-Placed Coverage and to pay all premiums, fees, costs, deductibles, administrative charges, and related expenses from funds held on Owner's behalf or to charge such amounts directly to Owner.

Owner acknowledges and agrees that any Force-Placed Coverage may provide coverage solely for Manager's interests, may not protect Owner's interests, may provide less coverage than insurance independently obtained by Owner, and may be more expensive than insurance available through Owner's preferred insurance carrier. Manager shall have no liability arising from the selection, procurement, cost, scope, limits, exclusions, deductibles, or availability of any Force-Placed Coverage.

D) Owner Certification

Owner hereby certifies that he is the title holder of the property; that no superior claims of title exist on the property; that there are no material defects or dangerous conditions concerning the property and/or appliances or personal property remaining; that there are no outstanding adverse claims, deeds, titles, interests, contracts for sale, options to purchase, contract for deed or any other contractual obligations concerning or affecting the property, nor any defaults relating thereto; and that the property is not subject to flooding, but if it is, Owner shall notify in writing Manager of the same at the execution of this agreement.

E) Lead-Based Paint Disclosure

If any dwelling on property was built prior to 1978, Owner shall complete the required form and disclose to Manager all information and documentation pertaining to such paint and hazards as required by Federal, state or local law, and if Owner has knowledge of the presence of lead paint or any other dangerous or hazardous condition, Owner shall immediately and expressly disclose the same in writing to Manager before executing this agreement.

F) Owner Default/Breach

If Owner is in material breach of this agreement, Manager may exercise any lawful remedy, including suspending or terminating services. If Owner fails to comply with this agreement, Manager may terminate the agreement, in which case, the Owner is liable to pay the cancellation fee as provided in the Fee Schedule. Upon a material breach of this agreement, Manager will notify Owner of a breach and may choose not to expend any costs, fees, expenses that the Manager may otherwise be obligated to incur under this agreement.

G) Amenities and Community Property

Owner shall keep all amenities and community property in good, safe, and operable condition. Manager may establish rules, and amend from time-to-time, regarding tenants' use of such property. Owner's insurance coverage shall include such amenities or community property and have adequate coverage for the same.

H) Co-Broker Commissions

Owner agrees that if a licensed real estate broker, sales associate, locator service, referral source, or other cooperating broker ("Co-Broker") procures or refers a tenant who enters into a lease for the Property, Owner shall be solely responsible for payment of any commission, referral fee, or compensation owed to such Co-Broker. Any such commission or fee shall be paid entirely by Owner and shall not reduce, offset, or otherwise affect any leasing fee, management fee, renewal fee, or other compensation due to Manager under this Agreement. Manager is authorized to pay any approved Co-Broker commission from funds held on Owner's behalf and deduct such amount from Owner's account or alternatively bill Owner directly for reimbursement. Owner shall indemnify and hold Manager harmless from any claim, dispute, liability, cost, or expense, including reasonable attorney's fees, arising from any claim for compensation by a Co-Broker related to the leasing of the Property.

I) Homeowner and Condo Association (HOA/COA) and Ordinances

Owner shall ensure and take actions necessary comply with applicable HOA, COA or government rules and regulations or ordinances. If an HOA, COA or government official provides notice of a rule, regulation or ordinance violation, Owner will timely notify Manager of the same, and if the HOA, COA or government official provides such notice to Manager, Manager will notify timely Owner of the same. Owner understands and agrees that if Owner disputes the HOA, COA or government official, it is the Owner's responsibility to take whatever actions he or she deems necessary to contest or resolve the situation. If the allegation of a violation is based on a tenant's violation of the lease agreement or law, Manager will act within its authority to enforce the tenant's obligations (including delivering notice of violation, and if necessary, filing eviction through an attorney). If the nature of the allegation is subject reasonable doubt as

to whether the tenant is the cause of the violation or responsible to cure the violation, Owner agrees to cure the violation himself or herself, or if Owner contests that a violation has occurred, Owner is responsible to take necessary actions himself or herself to contest or resolve the HOA, COA or government allegation, and if Owner needs to utilize Manager's service to cure an Owner violation, Owner agrees to pay Manager its standard hourly rate, plus costs, for the added administrative burdens. Manager may decline to perform additional services outside the terms of this agreement, in which case, Manager will notify Owner of said decline so that Owner can perform or hire other persons to act on Owner's behalf to cure the violation.

H) Statutory Landlord Obligations under F.S. 83.51

Owner is obligated to comply with F.S. 83.51, which states:

- A. Landlord shall comply with the requirements of applicable building, housing and health codes; or where there are no applicable building, housing or health codes, maintain the plumbing in reasonably good working condition and maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations and all other structural components in good repair and capable of resisting normal forces and loads.
- B. Landlord shall make reasonable provisions for:
 1. Extermination of rats, mice, ants, wood-destroying organisms and bed bugs,
 2. Locks and keys,
 3. Clean and safe conditions of common areas,
 4. Garbage disposal facilities and outside receptacles, and
 5. Functioning facilities for running water, hot water and heat during winter.

Under Florida law, tenants are generally not responsible for damages caused by "normal wear and tear".

4. INSPECTIONS

A) Routine

Manager conducts inspections¹ and reports as provided in the Owner's selection of management service options. If Owner desires additional routine inspections, Owner shall pay Manager Inspection Fee as provided in the Management and Service Fees Addendum. Owner may submit requests for additional inspections through the online portal. Manager does not inspect roofs, attics, crawlspace, or any space that may be potentially dangerous or inaccessible; in some instances, a third party may be required to inspect, depending on the nature, type and purpose of the inspection. Manager may also request tenants to send photographs of the property to help Manager monitor the condition of the property.

B) Tenant-Related

If a tenant requests maintenance service or makes allegations or complaints about the property, Manager will review the nature and description of the request, attempt to determine whether it is a landlord or tenant obligation, and respond to the request accordingly. Responses may include but are not limited, approve, deny, or qualify the request; request more information from the tenant or Owner; conduct inspection to determine obligations; and hire a vendor for analysis, repair or estimate, or perform a repair. When Manager can determine the nature of the request and whose obligation it is, Manager will proceed accordingly pursuant to this agreement and the lease agreement.

C) Government and Insurance Related

If a government-related or insurance-related inspection is required and Manager's presence is either required, requested, or recommended by the Owner or the person requesting the inspection, Owner shall pay Manager Inspection Fee as provided in the Management and Service Fees Addendum for the added administrative burdens.

5. AMENDING AND TERMINATION OF PMA

A) Amending the Agreement

Manager may amend this agreement by notifying the Owner via Manager's standard means of corresponding with the Owner. If the update involves a material or monetary change, Owner will be notified of the change and be given thirty

¹ Note: Manager is not a licensed home inspector. Manager's inspections relate to the general conditions of the home for purposes of placing a tenant. If Owner needs or desires a thorough home inspection, a licensed home inspector is required to perform such inspections.

(30) days to cancel this agreement if Owner does not agree to be bound by the terms. Owner shall notify Manager of his or her cancellation via the same method of communication that Manager notified the Owner of the change. If Owner does not cancel the agreement within said time period, Owner is deemed to have consented to the change, which will take effect immediately after the 30-day notice period has expired.

B) Termination of PMA

1. **Notice.** Either party may terminate this Agreement by providing written notice to the other party in accordance with this Agreement. Unless otherwise stated herein, notice of termination shall be delivered through Manager's Online Portal, electronic mail, or such other method authorized by this Agreement.
2. **Manager's Right to Terminate.** Manager may terminate this Agreement immediately upon written notice if:
 1. Owner breaches this Agreement and fails to cure such breach within ten (10) days after notice;
 2. the Property is condemned or destroyed or sold and title is transferred;
 3. a petition for bankruptcy is filed by Owner;
 4. foreclosure action is filed regarding Property;
 5. Owner fails to comply with this agreement, any ordinance, law, rule, order or regulation by any federal, state or local government agency, authority, or official claiming to have jurisdiction with respect to the rental of the property;
 6. Manager dissolves the company entity operating its management functions for reasons beyond the reasonable control of the Manager;
 7. Manager is ordered by a court of competent jurisdiction to cease and desist management operations;
 8. Manager is in some way not able to comply with the terms of this agreement for circumstances out of the reasonable control of the Manager. Manager shall give Owner written notice of such termination and will transfer management to whomever the Owner directs;
 9. Manager determines continued representation of Owner presents an unreasonable business, financial, legal, regulatory, safety, reputational, or operational risk; or
 10. Manager elects to discontinue management services for any reason.

Unless otherwise provided herein, Manager may terminate this Agreement without cause upon 15 days' (if left blank, "30" days is input by default) written notice to Owner.

3. **Owner's Termination.** Owner may terminate this Agreement upon 15 days' (if left blank, "30" days' notice input by default) written notice to Manager, subject to any applicable termination fee and/or liquidated damages provisions herein, or other obligations selected below. Owner shall state the reasons for termination in the notice of termination. If Owner terminates this Agreement prior to the first anniversary of the Effective Date, Owner shall pay Manager liquidated damages in the amount of \$ 0.00 per Property. The parties acknowledge that Manager will incur damages from an early termination, including lost revenues, administrative costs, staffing expenses, business development expenses, and other losses that are difficult or impossible to accurately determine at the time this Agreement is executed. Accordingly, the parties agree that the foregoing amount represents a reasonable estimate of such damages and is not intended as a penalty.
4. **Turnover.** Upon termination of the agreement, Manager will provide to Owner or Owner's new agent, the following at no additional charge: (a) rent roll, (b) lease agreements, (c) payment ledgers, (d) security deposit, and (e) accounting report. For any other services requested or needed to turn over management of the property, Owner agrees to pay Manager its standard hourly rate for the added administrative burdens of performing such tasks. Upon termination, Manager will transfer any owed deposits to Owner or new agent (if Manager has knowledge of such) within thirty (30) days of said termination and will send an accounting of said deposit to applicable parties. Owner will indemnify and hold harmless Manager for all actions, suits, proceedings, damages, judgments, or liability relating to the disputed security deposit post-transfer.
5. **Effect of Termination.** Upon the effective date of termination, Manager shall be relieved of all duties and responsibilities under this Agreement, including the obligation to receive, review, respond to, or act upon communications, notices, requests, complaints, repair requests, lease notices, or other correspondence from tenants, vendors, governmental agencies, associations, or third parties. Owner shall be solely responsible for ensuring continuity of management services and for obtaining any information regarding pending tenant or other business or legal matters concerning the Property. Upon termination, all fees, costs, commissions, reimbursements, advances,

and other amounts due to Manager shall become immediately due and payable. Owner may have access to the owner portal on Manager's website for up to 7 days following termination of this agreement so that Owner may access any documents he or she wishes to download. After said period, the portal will be disabled, and Owner will not have further access. If Owner requests copies of any documents from Manager thereafter, Manager shall charge and Owner shall pay an administration cost to facilitate Owner's request.

6. ADDITIONAL TERMS

A) Multiple Properties

This agreement applies collectively and individually to all the properties managed by Manager. If Owner violates this agreement about one property, Manager has the right to terminate the entire agreement regarding all the properties. Owner agrees that Manager may use the Maintenance Reserve from the properties in total for the repair of any property Manager manages for Owner.

B) Multiple Owners

(a) Manager may rely upon the direction, correspondence, and notice of the designated Owner in all matters concerning this agreement and Manager need not have the unanimous direction, correspondence or notice of all other Owners to authorize actions as required in the agreement; (b) notice and correspondence to the designated Owner shall constitute notice to all other owners; (c) if Manager receives conflicting direction, correspondence or notice from the other owners, Manager may rely on the designated Owner's direction or authorization, and all Owners shall hold harmless and indemnify Manager for performance of the same, and Manager is not obligated to inform the non-designated owners of such conflicting directions, correspondence or notice, as it is the prerogative and obligation of the owners to coordinate with each other concerning the property before or when communicating the same to Manager.

C) Fair Housing

- 1. General.** The property must be offered and kept in compliance with federal, state and local fair housing laws. If Owner violates, solicits Manager to violate, or refuses to cooperate with Manager's compliance with said laws, Manager may terminate this agreement immediately.
- 2. Military.** Manager may not hold military tenants liable for the remaining term of a lease, if he or she is transferred before the natural expiration of the lease, pursuant to the SRCA and F.S. 83.682, and may not discriminate against military tenants based upon their military status.
- 3. Animals.** Under Fair Housing laws, service animals and emotional support animals may not be prohibited solely on the basis that the Owner prohibits animals on the property. Fair Housing law requires that the Owner make reasonable accommodation to a tenant's request for the same. Tenant fees may not be required for a tenant who qualifies under Fair Housing laws, but a reasonable deposit may be required based on the nature of the accommodation.
- 4. Manager Decision and Notice.** Manager reviews a request for reasonable accommodation to see if there is "prima facie" support for a request for a reasonable accommodation. If such support exists, Manager will approve the request. Manager will provide Owner notice of the applicant or tenant's request for accommodation, and Owner must respond through the online portal system to the request as provided in the Manager's notice, but in any case, no later than 48 hours later. If Owner intends to dispute the request, he shall state so in his response and state the grounds of his dispute.
- 5. Owner Dispute.** It is the Owner's responsibility to consult or hire an attorney (*who should specialize in fair housing law*) to represent the Owner in an accommodation dispute and provide Manager with the attorney's written legal opinion about the request for accommodation. *Time is of the essence* for the Owner to act promptly in the matter, because under Fair Housing law, a landlord's delay in responding to an accommodation request may be construed by the court as a denial of the request. Even if Owner disputes the request, Manager may accept the request if it appears that the Owner's delay or decision exposes Manager to liability for failing to accommodate in a timely manner. A fundamental disagreement regarding a decision in this regard is grounds for either party to terminate immediately, but if Owner terminates for this reason, Owner shall pay the early termination fee as provided herein.

D) Attorney's Fees and Waiver of Jury Trial

In any action, proceeding, or arbitration arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, not to exceed \$1,000. Any suit between an Owner and a tenant in which the Manager is made a party due to acting as an escrow agent under this contract, or in any suit in which the Manager interpleads the escrowed funds, the Manager shall recover reasonable attorney's fees and costs incurred and are to be paid out of the escrowed funds. The parties hereby waive their right to a jury trial on any issue arising from the subject matter of this

agreement. Before having the right to file legal action, the parties agree to attempt mediation in good faith resolve a dispute using a mediator agreed upon by the parties or if a mediator cannot be agreed upon, then as appointed by a court of competent jurisdiction.

E) Acts of God

Manager shall not be responsible to take any precautionary measures to avoid any damages from any "Acts of God" or other natural disasters; it is the sole responsibility of the Owner. Thus, if a hurricane, tornado or flood presents itself, it shall not be the responsibility of the Manager to install window shutters, boards; to secure loose items in the yard; to cut "rotten branches" from trees; to place sandbags around the premises or take other similar precautionary measures.

F) Construction Lien Prohibition Notices

Florida Statutes, section 713.10 provides that property owners may file public notice that the lease prohibits tenants from causing construction liens to be placed against the property for services contracted by the tenant. The benefit of filing this notice is that were the tenant to hire some sort of contractor on the property without your approval, it prevents the vendor from placing a construction lien on your property. If Owner wants this service to be provided through Manager's attorney, the cost of service is \$ N/A per notice.

G) Indemnification and Hold Harmless

Owner agrees to pay, including advancing payment to Manager for anticipated fees or costs, and to protect, indemnify, and save Manager harmless from and against, any and all first or third party claims or actions alleging liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of Owner and Manager), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from (i) any injury to, or the death of, any person, or any damage to the property or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the property or any part thereof, or resulting from the condition thereof; (ii) violation by Owner, contractor, subcontractor, tenant, sub-lessees, occupants, guests or family of the lease, any contract or agreement to which Manager or Owner is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the property or any part thereof, or the ownership, occupancy, or use thereof, (iii) losses suffered as a result of the refusal or failure of a tenant to pay rent, carry required insurance or otherwise comply with the terms and conditions of any lease affecting the Property, or from the misconduct, tortious acts or negligence of any tenant, contractor, subcontractor, sub-lessees, occupants, guests or family, (iv) losses suffered by any person as a result of any natural disasters or Acts of God, and (v) Manager's performance or actions made pursuant to its authority under this agreement. In the event Manager is made a party in any litigation arising out of this agreement, or any lease entered into by and between Manager and any tenant, Owner shall hold Manager harmless from all claims made, including reimbursements and advancements of Manager reasonable attorney's fees and court costs, including those on appeal, if any.

H) Binding Agreement

This agreement shall be binding upon and shall inure to the benefit of Owner and Manager and their respective heirs, administrators, executors, successors and assigns. No changes shall be made to this agreement unless both parties agree in writing.

I) Entirety Clause

This agreement and attachments set forth the entire agreement between Owner and Manager, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this agreement must be in writing. If Owner entered this agreement upon reliance of certain oral representations or understandings, Owner hereby waives any reliance of such representations or understandings as being "material facts" to Owner's executing this agreement. If any provision in this agreement is illegal, invalid or unenforceable, that provision shall be voided, but all other terms and conditions of this agreement shall be in effect.

J) Error & Omission

In the event there is any typographical error or omission in this agreement or any addendums that is an obvious typographical error, given the terms of the agreement and addendums, which does not materially affect the terms of this agreement, Manager shall have the right to correct such error or omissions and the Owner shall re-execute said document(s) and shall hold Manager harmless for any such error or omissions.

K) Tenant in Default

If at the time Manager takes management of the property a tenant is in default of the lease agreement or tenant obligations, Owner shall disclose the same to Manager and shall pay a Tenant Cure Fee (not including legal fees) pursuant to the Fee Schedule for the added burdens on Manager to handle a tenant already in default at the time this agreement is entered into.

L) Assignment

Manager may assign this contract, any other provision to the contrary notwithstanding.

M) Addenda

Addenda signed contemporaneously with or subsequent to this agreement shall be incorporated into this agreement.

Owner certifies that he or she has read, understood and agreed to all terms set forth herein, that he is the only title holder of the property, that there are no other persons who have any ownership interest or legal claim of ownership interest in the property, and that all information provided to Manager is true and accurate to the best of Owner's knowledge.

(Signatures below)

Manager Signature	Date
Owner Signature	Date
Owner Signature	Date

SAMPLE

PROPERTIES BEING MANAGED

This Addenda is incorporated into and made a part of the Property Management Agreement ("Agreement") between the parties.

1. Properties Managed. The following rental properties are hereby designated to be managed by the Property Manager under the terms set forth in the Agreement and this Addendum:

- **Property Address 1:** _____
- **Property Address 2:** _____
- **Property Address 3:** _____
- [Add additional properties as necessary]

2. Property Information Sheet. Owner shall provide Manager with information required on the Property Information Sheet within 5 days of executing the Property Management Agreement.

3. Responsibilities. Manager shall be responsible for the management of the listed properties, which includes the leasing, maintenance, collection of rent, and day-to-day management as provided by the terms and conditions specified in the Agreement.

4. Duration of Management. This Addendum shall remain in effect for the duration of the Agreement unless otherwise modified or terminated in accordance with the terms set forth in the Agreement.

5. Modification of Property List. The list of properties being managed may be amended or updated only upon written agreement between Property Owner and Manager. Any addition or removal of properties from the list must be documented in a revised Addendum and signed by both parties.

Owner Signature

Date

Owner Signature

Date

PROPERTY INFORMATION SHEET

This form is to be completed by the Owner at the start of the Property Management Agreement. It provides the Property Manager with important details necessary to manage the property.

A. Property Details

Property Address: _____
HOA Name & Contact Info (if applicable): _____

B. Ownership & Contact Information

Owner(s) Full Legal Name: _____
Mailing Address: _____
Phone: _____
Email: _____
Emergency Contact (if Owner unavailable): _____

C. Utilities & Services

Trash/Recycling Provider: _____
Lawn Care Company (if applicable): _____
Pool/Spa Service Company (if applicable): _____

D. Insurance & Warranty

Insurance Company: _____
Home Warranty Company (if any): _____

E. Appliances & Systems

Refrigerator – Brand (if known): _____
Oven/Stove – Brand (if known): _____
Dishwasher – Brand (if known): _____
Microwave – Brand (if known): _____
Other Major Appliances/Systems: _____

F. Access Information

Gate/Access Codes (if any): _____
Alarm/Security Codes (if any): _____
Other Access Devices (if any): _____

G. Additional Notes

Special Instructions / Known Issues: _____

Owner Signature _____ Date _____

Owner Signature _____ Date _____

BASIC MANAGEMENT SERVICE

PET SELECTION

Owner selects ("X") as follows:

 I authorize **MANAGER DISCRETION**.

I **PROHIBIT** **PERMIT** pets to be admitted into the premises. If selection is left blank, Owner agrees that Manager may place qualified pet(s) in the premises.

BASIC MANAGEMENT PACKAGE

- Onboarding Properties
- Market Analysis of rent value
- "Rent-Ready" review
- Listing and Marketing
- Tenant and pet application and screening
- Lease Preparation & Execution
- Inspections (at Manager discretion or as specifically provided in the Agreement)
- Inspection Photo Reports
- Rent collection and accounting
- Monthly revenue and expense reporting
- Lease quality control and enforcement
- Determination of landlord-tenant obligations
- Coordinating repairs, maintenance and estimates
- Coordinate with Home Warranty Vendors
- Tenancy review and determination actions
- Tenant violation cure actions and settlements
- Determine actions on tenant repair requests
- Process tenant repair requests
- Prepare agreements with tenants as needed
- Online Portal Account
- Coordinating shared utilities for multifamily units
- Lease renewals, extensions, and terminations
- Process tenant request for reasonable accommodation under Fair Housing laws
- Security deposit claim
- Response to tenant objection to deposit claim
- Owner disbursements on the 10th day of disbursement month

Item	Amount
Management Fee	<u>7</u> % of base rent (but no less than \$ <u>N/A</u> /month)

Owner Signature

Date

Owner Signature

Date

MANAGEMENT AND SERVICE FEES

ONBOARDING AND NEW/RENEW TENANCY FEES	
Unit Onboarding	\$ 0.00 /unit
Tenant Placement	60 % of one-month base rent, but no less than \$ N/A
Tenancy Renewal	10 % of one-month base rent, but no less than \$ N/A
OCCURENCE FEES	
Multiple-Estimate (over 2 estimates)	\$ 0.00 per additional estimate
Vacancy Management Fee (see conditions)	0 % of base rent - but no less than \$ N/A
Delivery of Payment	\$ 0.00 (fee may increase if outside county)
MAINTENANCE & SERVICES	
Repair Commission / Utility & Service	5 % of invoice \$75.00 to activate all utilities
Manager's maintenance hourly rate	\$ N/A for repair labor and N/A % markup of material cost
Inspection Fee	\$159.00 (Move-In & Move-Out); \$129.00 (Periodic)
Attorney Preparation of Lease Agreement	\$ 0.00
Existing Tenant Cure	\$ 0.00
Trip Fee	\$ 75.00
Liquidated Damages/Early Termination Fee for Owner Termination	See terms in the Agreement
PROPERTY SERVICE	
Smart Lock Subscription (see addendum)	\$ See Addendum
Virtual Tour (see addendum)	\$ See Addendum
OWNER PMA TERMINATION	
Cancellation Fee	0 % of management fees owed during the remaining term of the PMA or active lease agreements, whichever is later. For month-to-month tenancies, 0 % of management fees are owed for 6 months of those tenancies.

Onboarding - The fee for onboarding a property is compensation for the following services: gathering all necessary information about the owner and property; creating online account profiles for owner and property; initiating property services; property inspection; rent-ready review; reviewing existing tenancy information and onboarding existing tenants into our system; reviewing the property for any issues regarding marketability and maintenance; and preparing onboarding results with photograph report.

Tenant Placement - The fee for placing a tenant in the property is compensation for the following services: preparing market analysis; determining rent value; marketing the property and making any needed adjustments based on market conditions; reviewing rental and pet applications and processing the same for determination; property showings; communicating with prospective tenants about the property; communicating denials and approvals of applications; preparing an offer to lease to approved applicant; preparing lease agreement; and move-in follow up with tenant.

Renewal - The fee for Renewals is compensation for the following services: performing a tenancy rating review of existing tenants; sending notices to tenant regarding end-of-lease procedures; performing last quarter property inspection with photo report to owner; communicating with tenants regarding preparation of end-of-lease determinations; preparing any offers for renewal; preparing new lease agreement; delivering notices regarding offers to renew or non-renewal; processing existing tenant applications to ensure the tenant still qualifies for a new tenancy.

Multiple Estimate - The fee for “multiple estimates” is compensation for Manager to obtain more than 2 estimates on a given maintenance or repair item, including communication with vendors, reporting scope of work needed, follow up process with vendors to ensure estimate is timely provided; and communication with owner regarding additional estimates and determinations made.

Vacancy Management - The fee for Vacancy Management is compensation for the following services: perform or coordinate with vendors any needed inspections or services; and respond to any issues or problems during vacancy.

Delivery of Payment- The fee for delivery of payment is to compensate Manager for the additional burdens and expenses of having to physical deliver payment on behalf of or to Owner.

Repair Commission / Utility and Service Commission - The fee for this commission is to compensation Manager for the following services: determination of repair and maintenance items; coordinate and schedule repairs with staff and vendors; communicating with staff and vendors regarding maintenance and repairs; receive and process maintenance and repair records; audit staff and vendors’ performance of maintenance and repairs; accounting for receivables and payables; reporting maintenance updates and costs to owner; and communicating with tenants regarding maintenance issues; turn on utilities for vacant property; transfer utilities during tenancy; utility allocation in multi-family units; allocate to tenants utility services in owner’s or our name; verify tenant transfer of utilities; audit utility bills; enforce lease provisions regarding tenant’s obligations; service any utilities that in our name; accounting for and managing all utility invoices; and report expenses to owner.

Additional Inspection - This fee is to compensate Manager for the added administrative burdens and expenses of having to inspect the property beyond the normal routine inspections provided for in this agreement.

Tenant Cure - This fee is to compensation Manager for the added administrative burdens and expenses of having to handle a property with a tenant that is currently in default and to enforce the lease agreement. For example, communicate with the tenant regarding default, inspecting the property for documentation and evidence; preparing cure notices; delivering cure notices; auditing status of default; and communicating with owner regarding updates and determinations.

Smart Lock - The fee for this service is to cover the cost of the hardware and software subscription of the smart lock and provides many benefits including, but not limited to, the following: enhanced security over who accesses the property; control and regulate when and for how long a person accesses the property; knowing who accesses the property and when; remotely control unique access codes at any time; negate the need to change locks upon a event or upon tenant turnover; reduction in liability issues concerning access to the premises; saves costs of labor and service to change locks and let vendors and staff in the property; reduces wasted time of not being able to access the property (e.g. tenant interference, non-working keys, tenant changes locks); attracts tenants with better security, easier access, and remote control to lock and unlock the door; tenants have their own portal to remotely use the lock; and enables property showings during vacancy with much convenience for potential tenants and Manager. The smart lock company also has add-on services that can be selected, including smart thermostat and other smart devices for no additional monthly subscription fee.

Owner Signature

Date

Owner Signature

Date

OPTIONAL SERVICES

Optional Services (See Addenda)	
SureVestor Insurance	
Smart Thermostat Control	
Professional Property Photos	
Professional, Licensed Home Inspection	

Owner Signature

Date

Owner Signature

Date

SAMPLE

NOTICE SUMMARY

The following are summaries of Owner’s notice requirements to Manager. Note: the absence of a notice event below does not void any provision in the PMA, as the chart below is for reference.

Notice Event	Number of Days’ Notice
If Owner intends not to rent or renew for lease the property upon the termination of an existing tenancy	90 calendar days notice prior to the natural expiration of existing tenancy
When vacancy occurs and repairs are needed to bring property to rent-ready condition	15 days to pay for needed repairs from the date of our notice, or else Owner will pay Manager <u>Vacancy Management Fee</u> during vacancy
Number of days Owner must provide Manager with copy of applicable declaration page and insurance policy	5 days from executing this agreement or from updating the insurance policy
Number of days that Manager must give Owner to cure a breach of the agreement	7 days from date of delivery
When the PMA obligates Manager to receive prior approval from Owner for a non-emergency expenditure over \$750	Owner has 3 calendar days from delivery of notice of repair to object to repair noticed
If Owner requests an inspection (with or without Owner’s presence)	With reasonable notice to Manager
When Owner intends to perform or hire his or her own contractors to perform repairs or maintenance upon move-out, Owner shall deliver to Manager all estimates/invoices	No later than seven (7) days from the date of our delivery of the inspection and notes to Owner
If Manager sends to Owner a provision that materially amends the PMA terms	30 calendar days notice to deny Manager’s proposed amendment
Owner Termination Notice	15 days

Owner Signature

Date

Owner Signature

Date

SECURITY DEPOSIT CLAIMS AUTHORITY ADDENDUM

This Addendum shall be incorporated into the Property Management Agreement between the parties.

1. **Definitions.** For purposes of this Section, the following terms shall have the meanings set forth below:

1. "Claim" means any assertion by Owner or Manager that Tenant owes Owner money at the end of the tenancy, including but not limited to claims for unpaid rent, utility charges, damages beyond normal wear and tear, lease-break fees, cleaning costs, or other amounts owed under the Lease.
2. "Security Deposit" means all funds deposited by or on behalf of Tenant with Owner or Manager as security under the Lease, including any interest accrued thereon as required by law.
3. "Fla. Stat. § 83.49" means Florida Statutes Section 83.49, as amended from time to time, governing the disposition of security deposits in residential tenancies.
4. "Lease" means the residential lease or rental agreement between Owner and Tenant for the Property.
5. "Property" means the residential real property subject to this Agreement and leased to Tenant.
6. "Tenant" means the tenant or tenants under the Lease.
7. "Owner" means the owner of the Property identified in this Agreement.
8. "Manager" means the property manager identified in this Agreement.
9. "Good Faith Assessment" means Manager's reasonable evaluation of the available evidence and documentation concerning whether Tenant owes Owner money, conducted in accordance with Manager's professional judgment and without intent to deceive or defraud any party.

2. **Delegation of Security Deposit Claims Authority.** Owner hereby delegates to Manager, and Manager accepts, the authority to make, decline to make, compromise, or withdraw any Claim against Tenant's Security Deposit under Fla. Stat. § 83.49 on Owner's behalf, based on Manager's Good Faith Assessment of the available evidence and documentation showing whether Tenant owes Owner money at the end of the tenancy.

3. **Scope of Manager's Discretion.** Manager's authority under this Section includes, but is not limited to, the discretion to:

1. Determine claim amounts. Assess the amount, if any, that Tenant owes Owner based on the available evidence and documentation.
2. Make claims. Assert a Claim against the Security Deposit for the full amount Manager determines Tenant owes Owner.
3. Decline claims. Elect not to assert any Claim against the Security Deposit, even if evidence suggests Tenant may owe Owner money, if Manager determines in good faith that the available evidence or documentation is insufficient to substantiate the Claim.
4. Compromise claims. Negotiate and accept a settlement or partial payment from Tenant in an amount less than the full Claim, if Manager determines in good faith that such compromise is in Owner's best interest.
5. Withdraw claims. Withdraw or abandon a previously asserted Claim, in whole or in part, if Manager determines in good faith that withdrawal is appropriate based on newly discovered evidence, changed circumstances, or other reasonable grounds.
6. Determine return amounts. Determine the amount of the Security Deposit to be returned to Tenant after deducting any amounts Manager elects to claim.

4. **Evidence and Documentation Standards.** Manager shall base all determinations under this Section on the evidence and documentation reasonably available to Manager at the time of determination, which may include but is not limited to:

1. Move-in and move-out inspection reports. Written inspection reports documenting the condition of the Property at the commencement and termination of the tenancy, including photographs, videos, or other visual documentation.
 2. Lease terms. The terms and conditions of the Lease, including provisions relating to Tenant's obligations, permitted uses, prohibited conduct, and financial responsibilities.
 3. Payment records. Records of all rent, utility, and other payments made or owed by Tenant during the tenancy.
 4. Repair and maintenance records. Invoices, receipts, estimates, or other documentation of repairs, maintenance, cleaning, or other work performed at the Property.
 5. Communication records. Written or electronic communications between Manager and Tenant, or between Owner and Tenant, concerning the condition of the Property, alleged damages, unpaid amounts, or other relevant matters.
 6. Witness statements. Statements from Owner, Manager's employees or agents, contractors, neighbors, or other persons with knowledge of relevant facts.
 7. Photographic or video evidence. Photographs, videos, or other visual records of the Property's condition or of damage allegedly caused by Tenant.
 8. Other relevant evidence. Any other evidence or documentation that Manager reasonably considers relevant to determining whether Tenant owes Owner money.
5. **Insufficiency of Evidence**. Manager shall have sole discretion to determine whether the available evidence and documentation are sufficient to substantiate a Claim. If Manager determines in good faith that the evidence is insufficient, incomplete, contradictory, or otherwise inadequate to support a Claim, Manager may elect not to assert the Claim or to assert a reduced Claim, notwithstanding that Owner believes a Claim exists or that additional evidence might be obtainable through further investigation or litigation.
6. **Statutory Compliance**. Manager shall comply with all applicable requirements of Fla. Stat. § 83.49 and other applicable law in connection with the disposition of the Security Deposit, including but not limited to:
1. Timing requirements. Manager shall provide any required notice to Tenant of Manager's intent to impose a Claim against the Security Deposit within fifteen (15) days after Tenant vacates the Property, or shall return the Security Deposit to Tenant within fifteen (15) days if no Claim is made, unless Manager elects to provide a written notice of the intent to impose a Claim within thirty (30) days as permitted by statute.
 2. Notice content. Any notice of intent to impose a Claim shall state with specificity the basis for the Claim and shall otherwise comply with the requirements of Fla. Stat. § 83.49.
 3. Good faith basis. Manager shall assert Claims only if Manager has a good faith basis to believe that Tenant owes Owner the amount claimed.
 4. Statutory deposit obligations. Manager shall maintain and hold the Security Deposit in accordance with the requirements of Fla. Stat. § 83.49, including bonding or separate account requirements, and shall provide Tenant with all notices required by law.
7. **Owner Cooperation and Documentation Obligations**. Owner acknowledges that Manager's ability to assert and substantiate Claims depends on the availability of adequate evidence and documentation. Owner agrees to:
1. Provide documentation. Provide Manager promptly with all documentation in Owner's possession or control that is relevant to potential Claims, including but not limited to move-in inspection reports, prior condition assessments, and records of pre-existing damage.
 2. Cooperate in inspections. Cooperate with Manager in conducting or arranging move-in and move-out inspections of the Property and make the Property available for such inspections at reasonable times.

3. Retain records. Retain all records, receipts, and documentation relating to repairs, maintenance, or improvements made to the Property during the tenancy or after Tenant vacates.
4. Timely notice. Notify Manager promptly of any damage to the Property or any amounts owed by Tenant that come to Owner's attention.
5. Respond to requests. Respond promptly to any requests from Manager for information, documentation, or assistance in evaluating or substantiating potential Claims.

8. **Claim Processing.** The extent of Manager's services regarding a security deposit claim is as follows:

1. conduct a move-out inspection of the premises,
2. document property conditions upon inspection,
3. make determinations regarding damages that the tenant is (by preponderance of the evidence) liable for and tenant-owed monies under the lease (e.g. back rent, fees owed, etc.),
4. when vendors are necessary to perform the repair, get estimates or bids for repairs or replacements at issue so that the value of damages can be ascertained, or when Manager's maintenance staff can perform the repair, prepare estimate for service (subject to limitations provided herein),
5. when Owner intends to perform or hire his or her own vendors to perform repairs or maintenance that are to be claimed on the security deposit, Owner shall deliver to Manager all estimates/invoices for fair market value (based on Manager's notes for repairs and maintenance intended to be claimed) no later than 7 days from the date of our delivery of repair notes to Owner;
6. prepare and deliver the claim notice to the tenant pursuant to F.S. 83.49 or 83.491 (whichever is applicable),
7. receive and review any tenant objection,
8. provide the tenant with a response to the objection within the limits of Manager's authority (i.e. Manager cannot render legal opinions or make conclusions of law), and
9. if the claim remains unresolved, forward tenant's objection to Owner and provide recommendations regarding proper response or resolution.

If Owner submits his or her own estimates/invoices for repairs as a basis for a claim, and Manager believes that the estimates/invoices exceed fair market value, and as a result, a tenant objects to the claim based on excessive estimates/invoices, Owner shall pay Manager its standard hourly rate for the added administrative burdens of having to handle the objection under those circumstances.

Owner understands and agrees that if a tenant objects to a claim and pursues the objection even after our response, legal services may need to be engaged to resolve the dispute, and if a tenant files legal action against Manager and/or Owner, the *Indemnification* provision herein applies to indemnify and hold harmless Manager.

9. **No Guarantee of Recovery.** Owner acknowledges and agrees that:

1. Manager's discretion. Manager's authority to make Claims does not obligate Manager to assert any particular Claim or to pursue any Claim to the maximum extent possible.
2. No recovery guarantee. Manager does not guarantee or warrant that Owner will recover any particular amount from the Security Deposit, or that any Claim will be successful if disputed by Tenant.
3. Factual and legal uncertainties. The determination of whether Tenant owes Owner money, and the amount owed, may involve disputed facts, conflicting evidence, legal uncertainties, and the exercise of reasonable judgment.
4. Business judgment. Manager's decision to make, decline to make, compromise, or withdraw a Claim shall be a business decision based on Manager's Good Faith Assessment and professional judgment, and Owner shall not second-guess or challenge such decisions except in cases of Manager's bad faith, gross negligence, or willful misconduct.

10. **Standard of Care and Limitation of Liability.** In exercising the authority granted under this Section, Manager shall:

1. Standard of care. Act in good faith and exercise reasonable professional judgment based on the evidence and documentation available to Manager at the time.
 2. Protection for good faith acts. Manager shall not be liable to Owner for any loss, damage, or diminution in recovery resulting from Manager's decision to decline to make, compromise, or withdraw a Claim, or from Manager's determination of the amount to claim, if Manager acted in good faith and exercised reasonable professional judgment based on the available evidence and documentation.
 3. No liability for evidentiary insufficiency. Manager shall not be liable to Owner for any loss or reduced recovery resulting from insufficient, incomplete, or inadequate evidence or documentation, unless such insufficiency resulted from Manager's own gross negligence or willful failure to document the Property's condition or to preserve evidence within Manager's control.
 4. No litigation obligation. Manager shall have no obligation to pursue litigation against Tenant to recover amounts claimed from the Security Deposit, or to recover additional amounts beyond the Security Deposit, unless Manager and Owner enter into a separate written agreement providing for such litigation and the payment of Manager's fees and costs in connection therewith.
11. **Communication with Owner.** Manager shall inform Owner of Manager's intended disposition of the Security Deposit, including the amount of any proposed Claim and the basis therefor, sufficiently in advance of the statutory deadline to allow Owner a reasonable opportunity to provide Manager with additional information or documentation. However, Manager shall retain final authority to determine whether and in what amount to assert a Claim, and Manager's decision shall not be subject to Owner's approval or consent.
 12. **Survival.** The provisions of this Section shall survive the termination of this Agreement with respect to any Security Deposit held by Manager as of the date of termination or any Claim arising from a tenancy that commenced prior to such termination.

Owner Signature

Date

Owner Signature

Date

SAN

FEE IN LIEU OF SECURITY DEPOSIT PROGRAM

This Addendum is incorporated into and made part of the Property Management Agreement (“Agreement”) between Owner and Manager. In the event of a conflict between this Addendum and the Agreement, this Addendum shall control.

1. Authority to Offer Program.

Pursuant to Manager’s discretion and authority under the Agreement, Manager may, in lieu of requiring a tenant to pay a traditional security deposit, offer and implement a “Fee in Lieu of Security Deposit” program authorized by F.S. 83.491 (“Program”).

2. Nature of the Program.

Under the Program, the tenant pays a non-refundable monthly fee (or other periodic fee) in lieu of paying a refundable cash security deposit. The fee is consideration for the tenant’s enrollment in the Program and does not create a security deposit under Florida Statutes section 83.49. Accordingly, such fees are not refundable to the tenant at the end of tenancy and are not required to be held in a separate escrow account.

3. Owner Implications.

- a. Owner acknowledges and agrees that participation in the Program may result in no cash security deposit being held on behalf of a tenant.
- b. Manager will remain authorized to make and pursue claims against the tenant for unpaid rent, fees, or damages to the property, and Manager may use available Program coverage, if applicable, to reimburse Owner for qualified losses.
- c. To the extent the Program provides for third-party reimbursement or coverage of tenant damages, unpaid rent, or other losses, Owner authorizes Manager to administer claims, cooperate with the Program provider, and apply recoveries to Owner’s account, less applicable management fees.
- d. Owner understands that the Program does not guarantee full reimbursement of all tenant damages, unpaid rent, or other obligations, and Owner remains ultimately responsible for losses not covered by the Program.

4. Manager’s Discretion.

Manager retains sole discretion whether to offer, implement, or discontinue the Program for any tenancy, and Manager may determine the terms, provider, and administration of the Program consistent with applicable law.

5. Indemnification.

Owner shall hold Manager harmless and indemnify Manager against any claims or disputes by tenants relating to the Program, provided Manager acts in good faith and within its discretion under this Agreement and Addendum.

All other terms and conditions of the Property Management Agreement remain unchanged and in full force and effect.

Owner Signature

Date

Owner Signature

Date

SMART LOCKS

We have an agreement with a tech company that services property managers with smart locks. Through our relationship with that company, we install smart locks for all properties we manage. We are able to better secure your property with many conveniences that are not available with tradition lock-key systems, including but not limited, creating of unique access codes for any person who is authorized to access the premises; regulating the dates and times of vendor and staff access to the premise; coordinating property showings to potential tenants during vacancy; remotely locking and unlocking the door; negating the need to change locks upon each tenant vacating the premises; and more.

Owner Signature

Date

Owner Signature

Date

SAMPLE

SMART THERMOSTAT

We have an agreement with a tech company that services property managers with smart locks. Through our relationship with that company, you may opt to install a smart thermostat in your property to add the convenience of controlling the thermostat remotely and by customized scheduling. Having a smart thermostat is particularly helpful during vacancy, to ensure that costs of cooling and heating are reduced, as well as our having the ability to remotely control the thermostat for property showings. This also provides additional attraction to tenants who can benefit from this added service.

If Owner selects to have this service added, Owner shall pay the cost of the hardware, which as of the date of this agreement, is \$ N/A, plus cost of installation.

Owner hereby selects his or her option below.

Yes - I would like to add the smart thermostat to my property.

No - I do not want to add the smart thermostat to my property.

Owner Signature

Date

Owner Signature

Date

SAMPLE

VIRTUAL TOUR and PROFESSIONAL PHOTOS

Finding the right tenants for your rental property can be a time-consuming and challenging process, but what if you could give potential renters an immersive, 360-degree view of your property without them ever having to leave their homes? That's where Virtual Tours come in. Here are the top benefits of using Virtual Tours for marketing your rental property:

- **Increased Visibility:** With Virtual Tours, your rental property can be showcased on a variety of online platforms, including MLS, social media, rental websites, and own website. This increased visibility can help attract more potential tenants and lead to a faster lease-up.
- **Convenience:** With Virtual Tours, potential tenants can take a virtual tour of your property from the comfort of their own homes. This convenience means that potential renters can view your property at any time of day, without needing to schedule a physical viewing.
- **Cost-Effective:** Hiring a professional photographer to take high-quality pictures of your property can be expensive. However, Virtual Tours are a cost-effective way to showcase your rental property. They allow potential renters to get a complete view of the property, including all the details that traditional pictures might not show.
- **Time-Saving:** With Virtual Tours, you can give potential renters a complete view of your property in just a few clicks. This saves you time from scheduling physical showings and repeating the same Tour multiple times.
- **Increased Engagement:** Virtual Tours are engaging and interactive. They allow potential renters to explore your property in detail and can even help them visualize themselves living there. This increased engagement can lead to more inquiries and more qualified tenants.
- **Improved Tenant Screening:** By providing a comprehensive Virtual Tour, you can help potential tenants understand the layout and features of your property, which can lead to a more qualified pool of applicants. This can save you time and money in the long run by avoiding non-qualified applicants and reducing turnover rates.
- **Competitive Advantage:** Using Virtual Tours can give you a competitive advantage over other rental properties in your area. It shows that you are committed to providing a high-quality experience for potential tenants and that you are willing to invest in the latest technology to showcase your property.

In summary, using Virtual Tours to market your rental property can provide numerous benefits, including increased visibility, convenience, cost-effectiveness, timesaving, increased engagement, improved tenant screening, and a competitive advantage. The cost for this service is \$175.00 for virtual tour.

PROFESSIONAL PHOTOS

For an additional \$175.00, our vendor will take professional photographs of your property, which also has decided advantages to listing and marketing your property. Do you want to add professional photographs to the virtual tour?

VIRTUAL TOUR

- YES - add Virtual Tour photos for my properties.
 NO - do not add Virtual Tour photos for my properties.

PROFESSIONAL PHOTOS

- YES - add professional photos for my properties.
 NO - do not add professional photos for my properties.

Owner Signature

Date

Owner Signature

Date

ANNUAL PROPERTY INSPECTION

In today's landlord-tenant dynamic, some tenants look for reasons to make demands on landlords and to make claims against landlords for breach of contract or "warranty of habitability". In short, liability risks are inherent in this business. Also, as a homeowner, you know that retain a home is one of your biggest investments. Just like any other investment, homes require regular maintenance and upkeep to ensure that they stay in good condition. A great way to do this is by having an annual home inspection. Here are some benefits of having an annual inspection on your home:

- **Early Detection of Problems:** An annual home inspection can help detect problems early before they become major issues. This can save you a lot of money in the long run by preventing costly repairs.
- **Increased Safety:** A home inspector can identify potential safety hazards in your home, such as electrical issues, gas leaks, or structural problems. Addressing these issues promptly can help protect your investment and reduce liability risks.
- **Protection of Your Investment:** Regular inspections can help protect your investment by ensuring that your home is in good condition and maintaining its value.
- **Compliance with Local Regulations:** Some local regulations require homeowners to have regular inspections. An annual inspection can help you stay compliant with these regulations.
- **Peace of Mind:** Knowing that your property is in good condition can give you peace of mind and reduce the anxiety that comes with not knowing if your property has problems that could turn into much bigger problems if not remedied.
- **Negotiating Power:** If you are selling your home, having a recent inspection report can give you negotiating power with potential buyers.
- **Professional Advice:** A professional home inspector can provide you with professional advice on how to maintain and improve your property and reduce problems that can occur during a tenancy.
- **Improved Indoor Air Quality:** A home inspector can identify potential issues with your property's ventilation and recommend solutions to improve the indoor air quality.
- **Preventative Maintenance:** Regular inspections can help you identify areas of your home that need preventative maintenance, such as cleaning gutters, replacing filters, and checking for leaks.

In summary, having an annual home inspection can provide numerous benefits, including early detection of problems, increased safety, improved energy efficiency, and peace of mind. It's an investment in your home that can pay off in the long run by saving you money, reducing liability, and protecting your investment. The cost for an inspection, which includes

YES - I want a one-time home inspection on my properties.

YES - I want an annual home inspection on my properties.

NO - I do not want an annual home inspection on my properties.

Owner Signature

Date

Owner Signature

Date

PROPERTY CONDITIONS STANDARDS

We have standards that we enforce before marketing the property for rent or allowing a tenant to move into the property. These standards not only help to increase the quality of tenants it attracts and the rent we can charge but also reduce your and our risks of liability and resources to manage the property. Below are our general standards concerning the condition of the property. In all cases, the property must comply applicable law, ordinances, association rules, or housing codes.

MINIMUM HOUSING STANDARDS

- All major utilities (electricity, gas, and water) must be turned on.
- The cooking stove and oven must be clean and in working condition. An anti-tip device must be installed. All burner control knobs must be present.*
- Address numbers must be visible from the street.
- The refrigerator must be clean and in working condition.
- The heating unit must be properly installed and vented and otherwise in good working order. Heater must be operational.
- You must have hot and cold running water in the kitchen and bathroom(s).
- There must be a shower or bathtub that is in good working condition.
- There must be a flush toilet that works and does not leak.
- Each bathroom must have a window or working ventilation fan.
- There must be no plumbing leaks or plugged drains.*
- All accessible outside doors and windows must have working locks.
- Exit doors must not have double-keyed deadbolt locks.
- Security bars in the bedrooms must have a quick release device.
- All electrical outlets must have cover plates that are not cracked or broken.
- There must be no missing, broken or badly cracked windows/window panes. All windows must be accessible.
- The roof must not leak.
- The hot water tank for the unit must have a pressure relief valve and downward discharge pipe.
- The carpet, linoleum, or tile must not have holes, tears, cracks, or loose seams.
- Stairs and railings, inside and out, must be secure. A stairway of four or more stairs requires railing.
- There can be no mice, rats, or insect infestation.
- There MUST be a properly operating smoke detector on every level of the unit.
- No cracking, chipping, scaling, or loose paint anywhere inside or outside of the unit.
- All toilets must have bolt protective caps installed.
- No excessive debris in or around the unit, such as an accumulation of boxes, paper, trash, wood, tires, machine or auto parts, batteries, paint cans or old appliances.
- No rotting branches or overgrowth that might harbor pests or vermin.

CRAFTSMANSHIP

- All craftsmanship must be professional, aesthetically pleasing, functional for intended purposes, and safe.

USEFUL LIFE

- All products, appliances, and materials have a “useful life”. After the useful life, replacement may be necessary.
- No personal property or items in the unit. This includes furniture, knickknacks, toiletries, Kleenex boxes, kitchen or bathroom items, soap dispenser, pictures, etc.
- No lawn equipment including mowers, tools, etc.

FLOORING

- Carpets professionally cleaned with truck-mounted cleaner, and if pets were in the property, use pet cleaning solutions
- If carpet has exceeded the manufacture’s “useful life” and carpet is not in great condition, you may need to replace the carpet. This may be determined on a case-by-case basis
- Wood and other hard surfaces must be swept and mopped
- Floor levels must be flat with no protrusions or safety problems
- Transition strips, base boards, and shoe moldings should be secured safely to the floors
- Defects in flooring need to be remedied, especially when defects cause safety hazards.

WALLS

- Must be freshly painted. At least one coat of paint with no mismatch touchup, patches or streaks. Paint the entire wall or not at all.
- If the current colors devalue the rent value or limit the market interest, repainting is required. If repainting is required, Manager has the discretion in which paint to use, as Manager's policy is to use the same paint throughout its managed unit for cost efficiency.
- Wallpaper must be aesthetically pleasing, not outdated, and secured professionally to the wall. If wallpaper is not in good condition, not properly installed, or devalues rent value, Owner must replace or remove (and repaint using Manager's paint type and color of choice).
- Free from cobwebs, dust, dirt, smudges, large holes, TV mounts, decorations
- Baseboards must be installed correctly, with no large gaps where they should be flush

APPLIANCES

- Safe and in working condition
- No fluid leaking
- Appliances that make excessive noise or vibrations must be repaired, replaced or removed
- Appliances need to be aesthetically pleasing and not outdated
- The functional aspects (e.g. door handles, buttons, knobs) must be in good, working condition

FAUCETS

- Clean and operable
- Hot and cold working
- No loose handles or connections
- No leaks, dints, corrosion, discoloration, grime, and calcium buildup
- The water flow must be properly tuned, and flow regulators are recommended to help tenant reduce water bill
- Must be aesthetically pleasing
- No visible rust on sinks, tubs, light fixtures, appliances, etc.

HVAC

- The HVAC system must be in good, working condition, to acceptable manufacture standards and appropriate for the size of the home size
- New A/C filter must be installed
- The drain line must be free from blockage and installed properly to avoid water and debris backup. Where the drain line exits the home, it must be clear to allow proper water flow to the outside
- The condenser unit must be clear of debris, branches, weeds, and any other object that may impede the air flow and function of the unit.

DOORS

- All doors must be in working and safe condition and must open and close properly and easily
- Loose hinges must be tightened
- Hinges must be oiled to eliminate or reduce squeak noises when opening and closing doors
- Doors that have a rod secured to the door frame must be properly inserted into the frame to ensure the door does not fall
- Exterior doors must have working locks
- Doorstops installed for all doors.
- Sliding glass doors must have vertical blinds or drapes

VENTS

- Must be in working, safe condition
- Free from dust and dirt
- Bathroom exhaust vents must have clean filters and free from dirt and dust
- If the exhaust makes unusual sounds when turned on, we recommend repairing or replacing

SHOWER/TUBS

- Must be clean
- No appearances of dirt, mildew or grime
- Caulking must look clean and cover cracks
- "No-slip" mats in each tub or shower
- No cracking, calcium buildup
- No signs of visible rust
- Caulking must be fresh and free of any mildew

CABINETS

- Safely assembled and installed
- Door hinges must be secure and properly installed
- If heavy, must attached to the wall
- Dusted and cleaned
- No missing hardware
- If the cabinets are painted, the paint must not be peeling, cracking, discolored, and must be aesthetically pleasing

SHELVING

- Safely installed
- Dusted and cleaned

YARD

- Where vegetation does not compliment the home, are too high-maintenance, are too close to the home, are poisonous, are too numerous, removal may be required
- Grass and vegetation must be freshly cut
- Beds must be weeded with landscaping rocks or fresh, attractive ground cover
- Sidewalks and driveways must be edged
- Trees and bushes must be trimmed. For example:
 - away from home or structures
 - away from driveway (as much as possible to avoid collision risks)
 - away from roofs

FENCING

- Fencing must be safe and secure.
- Loose or leaning slats or boards must be repaired.
- Gates should be in working and safe condition, including latches.
- If a pool is present, the fencing must comply with F.S. ch. 515.

SIDEWALKS/DRIVEWAY

- Sidewalks must be edged and clean and free from unsafe conditions (e.g. not unsafely uneven and without holes or protrusions)
- Sidewalks and driveways must be freshly pressure-washed

EXTERIOR OF STRUCTURE

- All exterior aspects of the home must be clean and safe
- If needed, freshly pressure-washed
- Consider removing or upgrading aesthetics, such as faux shutters
- Gutters should be aesthetically pleasing, functional, secured and fastened properly, and not falling

WINDOWS

- Window screens must be clean
- Window screens are required by F.S. ch. 83, pt. 2
- Windows must be clean and functional. If the window does not slide up and down or are too heavy to easily open and shut, repair or replacement may be required
- All street-facing and bedroom windows must have window coverings (blinds or curtains). We recommend that all windows have coverings. Blinds are much preferred over draperies.

STEPS/STAIRWAYS

- All exterior and interior staircases must have secure hand railing in compliance with code, but if no code applies, in a manner that reduces risks of liability
- All steps should be properly fastened to the casing, should not have any nails or screws protruding, and if the rise-run level is hazardous, then proper warnings may need to be given

SMOKE AND CARBON DETECTORS

- Operable smoke detectors installed with new batteries in all sleeping rooms, outside of each separate sleeping area, in immediate vicinity of the sleeping rooms, and on each level of the dwelling unit, including basements (if any).
- If the home has a fossil-fuel burning heater or appliance, a fireplace, an attached garage, or other feature, fixture, or element that emits carbon monoxide as a byproduct of combustion, it must have an operational carbon monoxide alarm installed within 10 feet of each room used for sleeping purposes.

FIRE EXTINGUISHERS

- Have adequate number of fire extinguishers in the home given its size, in case of a fire. This may prevent much damage and mitigate much loss.
- The class of fire extinguishers must be based on manufacturer's recommendations as to the type of fire. For example, see <https://resources.impactfireservices.com/common-fire-extinguisher-location-questions>.
- Install the extinguishers (preferably with a wall-hanger bracket where it is feasible) in appropriate locations.

PLUMBING

- All plumbing must be in working condition
- Water heater should be regulated to limit how hot the water can get (no hotter than 120 Degrees Fahrenheit / 49 Degrees Celsius)
- If the home does not have a plumbing cleanup, you must install one as recommended by a licensed plumber, as it may prevent much damage to the home in case of a sewage backup and make repairs easier and less expensive. If the home has a clean-out valve, mark it so we can instruct the tenant as to its use
- Follow Florida recommendations for septic tanks, http://www.floridahealth.gov/environmental-health/onsite-sewage/_documents/septic_tank_systems_brochure.pdf.

IRRIGATION AND SPRINKLERS

- Yard irrigation and water systems (if applicable) should be operable and automated with a timer
- Sprinkler heads should be in working condition
- If sprinkler heads are near the driveway, they should be identified so that the tenant can be warned not to damage them
- The water direction and spray from the sprinkler heads should not intrude neighbor's yard, common areas, or public ways and should not touch the exterior of the home to prevent discoloration

POOL

- Pools must be routinely and professionally maintained
- Fencing must meet requirements under law, code, and ordinance (F.S. ch. 515)
- A child safety barrier is required between the pool and property.
- No above-ground pools are allowed except as Manager permits considering aesthetics, safety, and function of the pool
- Outdoor decorative ponds must be professionally maintained

GARAGE DOOR

- Garages are recommended to have an auto-opener with 2 remotes
- If keyless pads mounted on the exterior do not function properly, they must be removed
- All mechanics must be in operable, working and safe condition

LIGHTS

- All exterior and interior light bulbs must be working and in safe condition
- We prefer LED lights throughout the home that are all the same color
- Light fixtures must have globes or covers

ROOF

- Roofs must be in good, safe condition and installed to code
- No water leaks are permitted

ELECTRICAL

- All electrical systems must be in good, safe condition and installed to code
- No questionable conditions are permitted to exist, such as, exposed wires; loose plugs, switches, lighting; shocking effects; flickering lights; etc.
- GIF plugs must be installed in all areas near water, such as in the bathrooms, kitchen, near water house outside, etc.

Owner Signature _____

_____ Date

Owner Signature _____

_____ Date

RESIDENT BENEFITS PACKAGE DISCLOSURE AND AUTHORIZATION

Owner acknowledges that Manager offers certain value-added resident services, programs, products, technology platforms, insurance-related services, maintenance coordination services, utility connection services, credit reporting services, resident portal services, document storage services, HVAC filter delivery programs, move-in and move-out technologies, communication platforms, and other resident-focused programs (collectively, the "Resident Benefits Package" or "RBP").

Owner authorizes Manager, in Manager's sole discretion, to require or offer participation in the RBP to prospective and existing tenants of the Property and to incorporate the RBP into lease agreements, lease addenda, renewals, or other occupancy agreements. Owner acknowledges that the specific services, benefits, vendors, pricing, and components of the RBP may change from time to time as determined by Manager.

Owner understands and agrees that the RBP is a proprietary business program developed, administered, and maintained by Manager and that the fees charged to tenants for participation in the RBP are compensation earned by Manager for the administration, coordination, provision, licensing, implementation, and maintenance of such services and programs.

Accordingly, Owner expressly agrees that:

1. Any and all fees, charges, premiums, administrative fees, enrollment fees, service fees, markups, commissions, rebates, referral fees, revenue-sharing payments, vendor incentives, and other compensation generated through or associated with the RBP shall belong exclusively to Manager.
2. Such amounts shall not constitute Rent, Security Deposit, Additional Rent, Property income, trust funds, or other funds belonging to Owner, regardless of how such amounts may be characterized in a lease agreement with a tenant.
3. Manager shall have no obligation to account for, remit, disburse, credit, or otherwise pay any portion of RBP-related revenue to Owner.
4. Manager may receive compensation, commissions, rebates, referral fees, profit-sharing payments, administrative fees, or other financial benefits from third-party vendors, service providers, insurance providers, technology providers, utility concierge providers, credit reporting providers, maintenance service providers, or other entities participating in or supporting the RBP, and Owner expressly consents to such arrangements.
5. Manager may retain one hundred percent (100%) of all compensation arising from or related to the RBP without offset, deduction, or accounting to Owner.

Owner acknowledges that participation in the RBP may provide benefits to the Property, including improved resident compliance, enhanced maintenance reporting, improved HVAC maintenance, reduced operational burdens, improved resident communication, enhanced risk management, increased resident satisfaction, and other operational efficiencies. However, Manager makes no guarantee regarding any specific financial or operational outcome resulting from the RBP.

Owner releases, waives, and forever discharges Manager from any claim, demand, cause of action, or dispute relating to Manager's retention of RBP-related revenue and agrees that Manager's receipt and retention of such revenue shall not constitute a breach of this Agreement, a conflict of interest, self-dealing, conversion, breach of fiduciary duty, or any other violation of law or contract.

The provisions of this section shall survive termination of this Agreement.

So agreed.

Property Owner

Property Owner

SELF-SHOWING AUTHORIZATION AND HOLD HARMLESS AGREEMENT

This Addendum to Property Management Agreement (this "Addendum") is entered into by and between the parties to the property management agreement and is incorporated into said agreement.

RECITALS

WHEREAS Owner and Manager entered into that certain Property Management Agreement (the "Management Agreement") for the management of the residential property or properties subject to the Management Agreement (the "Property");

WHEREAS Manager implements and utilizes self-showing technology and procedures to facilitate prospective tenant showings of the Property;

WHEREAS Owner acknowledges that self-showing tours involve risks including, but not limited to, potential property damage, theft, vandalism, personal injury, and other losses that may occur when prospective tenants access the Property without on-site supervision by Manager or its representatives; and

WHEREAS the parties desire to memorialize the terms and conditions under which Manager may permit self-showing tours and to allocate responsibilities and risks associated with such tours.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article 1 — Definitions

13. **Definitions.** For purposes of this Addendum, the following capitalized terms shall have the meanings set forth below. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Management Agreement.

1. **"Self-Showing" or "Self-Showing Tour"** means any tour, viewing, or inspection of the Property conducted by a Prospective Tenant without the physical presence or direct supervision of Manager, Manager's agents, or Manager's employees at the Property during the showing.
2. **"Prospective Tenant"** means any individual, group of individuals, or entity who seeks to view the Property for the purpose of potentially leasing or renting all or any portion of the Property.
3. **"Self-Showing Technology"** means any electronic lockbox, smart lock, keyless entry system, mobile application, web-based platform, or other technology system utilized by Manager to grant and control access to the Property for Self-Showing Tours.
4. **"Self-Showing Protocol"** means the qualification, screening, authorization, and monitoring procedures set forth in Article 3 of this Addendum.

Article 2 — Authorization and Acknowledgment

1. **Authorization of Self-Showing Tours.** Owner hereby expressly authorizes and permits Manager, in its sole discretion, to implement and utilize Self-Showing Tours as a method of showing the Property to Prospective Tenants. Manager may, but is not obligated to, utilize Self-Showing Technology and procedures to facilitate such tours. Manager may determine, in its sole discretion, whether to offer Self-Showing Tours for the Property, which Prospective Tenants are eligible for Self-Showing Tours, and the scheduling and conditions of such tours.
2. **Owner Acknowledgment of Risks.** Owner acknowledges, understands, and agrees that:
 1. **Inherent Risks.** Self-Showing Tours involve inherent risks that are not present when Manager or its representatives are physically present during showings, including but not limited to:
 1. Risk of theft, burglary, or unauthorized removal of Owner's personal property, furnishings, fixtures, or appliances;
 2. Risk of vandalism, damage to the Property, or destruction of Owner's property;
 3. Risk of unauthorized occupancy, trespassing, or use of the Property for unlawful purposes;

4. Risk of personal injury or death to Prospective Tenants, their guests, or third parties occurring on or about the Property;
 5. Risk of failure or malfunction of Self-Showing Technology;
 6. Risk of fraudulent identity representation or unauthorized access by individuals who are not bona fide Prospective Tenants;
 7. Risk of failure of utilities, systems, or appliances that may cause injury or property damage during a Self-Showing Tour; and
 8. Other risks inherent in permitting unaccompanied access to residential property.
2. **No Guarantee of Prevention.** Owner acknowledges that Manager cannot guarantee the prevention of theft, damage, injury, or other losses during Self-Showing Tours, even when Manager follows the Self-Showing Protocol and exercises reasonable care in qualifying and screening Prospective Tenants.
 3. **Voluntary Participation.** Owner's authorization of Self-Showing Tours is voluntary, and Owner has had the opportunity to ask questions and seek independent legal counsel regarding this Addendum before executing it.
 3. **Owner's Obligation to Secure Property.** Owner acknowledges and agrees that it is Owner's responsibility to:
 1. Remove or adequately secure all valuables, personal property, sensitive documents, prescription medications, firearms, jewelry, cash, collectibles, and other items of significant monetary or sentimental value from the Property prior to the commencement of Self-Showing Tours;
 2. Ensure that the Property is properly maintained and in a safe condition for viewing by Prospective Tenants;
 3. Maintain adequate insurance coverage for the Property, including property insurance, liability insurance, and such other coverage as Owner deems appropriate to protect against risks associated with Self-Showing Tours; and
 4. Comply with all applicable laws, ordinances, and regulations governing the condition and use of the Property.

Article 3 — Self-Showing Protocol

1. **Qualification and Screening Protocol.** Manager shall implement and follow the following Self-Showing Protocol to qualify and screen Prospective Tenants prior to authorizing Self-Showing Tours. Manager may modify or supplement this protocol from time to time in its reasonable discretion to enhance security, comply with legal requirements, or improve operational efficiency.
2. **Pre-Screening Requirements.** Before authorizing any Prospective Tenant to conduct a Self-Showing Tour, Manager shall:
 1. **Identity Verification.** Require the Prospective Tenant to provide:
 1. Full legal name;
 2. Valid government-issued photo identification (driver's license, state identification card, passport, or military identification);
 3. Verification of identity through Self-Showing Technology platform or third-party identity verification service, which may include photographic identity confirmation, document authentication, or biometric verification; and
 4. Digital photograph or scan of the government-issued identification.
 2. **Contact Information Collection.** Obtain and verify the following contact information from the Prospective Tenant:
 1. Current residential address;

2. Valid telephone number (mobile and/or landline);
 3. Valid email address; and
 4. Emergency contact information (optional but recommended).
3. **Verification Methods.** Manager shall verify contact information through one or more of the following methods:
1. Telephone call or text message confirmation to the provided phone number;
 2. Email verification link or confirmation code sent to the provided email address; or
 3. Third-party verification service integrated with Self-Showing Technology.
4. **Eligibility Pre-Screening.** Conduct preliminary screening to assess whether the Prospective Tenant meets basic eligibility criteria, which may include:
1. Confirmation that the Prospective Tenant is actively seeking to rent or lease a property in the applicable market;
 2. Verification that the Prospective Tenant meets minimum income, credit, or other objective criteria established by Owner or Manager for tenant qualification, to the extent such information is voluntarily provided at the pre-showing stage;
 3. Inquiry regarding the Prospective Tenant's desired move-in date and lease term to confirm alignment with Property availability; and
 4. Confirmation that the Prospective Tenant has reviewed Property information, rental terms, and showing policies.
3. **Terms of Use and Agreement.** Prior to authorizing a Self-Showing Tour, Manager shall require the Prospective Tenant to:
1. Review and affirmatively accept electronic terms of use governing Self-Showing Tours, which shall include:
 1. Agreement to use the Property solely for the purpose of viewing and evaluating it as a potential rental;
 2. Prohibition against bringing unauthorized guests, minors without adult supervision, pets (unless expressly permitted), or more individuals than specified by Manager;
 3. Agreement to comply with all posted rules, instructions, and safety guidelines;
 4. Acknowledgment of video surveillance, monitoring, or recording of the Self-Showing Tour (if applicable);
 5. Agreement to report any unsafe conditions, hazards, or maintenance issues observed during the tour;
 6. Agreement not to smoke, consume alcohol or controlled substances, or engage in any unlawful activity on the Property; and
 7. Acknowledgment of liability for any damage caused by the Prospective Tenant or the Prospective Tenant's guests during the Self-Showing Tour.
 2. Provide electronic consent to Manager's privacy policy and data collection practices in compliance with applicable law.
4. **Scheduling and Access Authorization.** Manager shall control and limit Self-Showing Tours through the following procedures:
1. **Appointment Scheduling.** Prospective Tenants shall be required to schedule Self-Showing Tours in advance through Manager's designated Self-Showing Technology platform, mobile application, or online scheduling system. Walk-in or unscheduled access shall not be permitted.

2. **Time Limitations.** Each Self-Showing Tour shall be limited to a specified duration (typically 15 to 30 minutes), during which the Prospective Tenant is authorized to access the Property. Access credentials shall automatically expire at the conclusion of the scheduled time window.
3. **Access Codes and Credentials.** Manager shall issue unique, time-limited, single-use access codes, digital keys, or electronic credentials to each Prospective Tenant. Such credentials shall:
 1. Be valid only for the scheduled date and time of the Self-Showing Tour;
 2. Be uniquely associated with the specific Prospective Tenant to enable tracking and accountability;
 3. Automatically expire upon completion of the scheduled tour or after a maximum duration set by Manager; and
 4. Be immediately deactivated or revoked if Manager becomes aware of any security concern, fraudulent activity, or violation of terms.
4. **Access Logs and Monitoring.** Manager shall utilize Self-Showing Technology that:
 1. Records the date, time, and duration of each access to the Property;
 2. Logs the identity of the Prospective Tenant associated with each access event;
 3. Provides real-time or near-real-time notifications to Manager when a Self-Showing Tour begins and ends;
 4. Enables Manager to remotely monitor active Self-Showing Tours and receive alerts for unusual activity, extended duration, or after-hours access attempts; and
 5. Retains access logs and audit trails for a reasonable period to facilitate investigation of any incidents.
5. **Property Access and Safety Protocols.** Manager shall establish and communicate the following protocols to Prospective Tenants:
 1. **Entry and Exit Procedures.** Prospective Tenants shall be provided with clear instructions regarding how to access the Property using Self-Showing Technology, which entrance to use, and how to secure the Property upon departure.
 2. **Property Condition Inspection.** Manager may, in its discretion:
 1. Conduct an inspection of the Property before and after each Self-Showing Tour or on a periodic basis;
 2. Utilize interior or exterior cameras, video doorbells, or other monitoring devices to observe access and egress (subject to compliance with Florida law regarding surveillance and notice); and
 3. Require Prospective Tenants to acknowledge and consent to such monitoring.
 3. **Safety Rules.** Manager shall instruct Prospective Tenants to:
 1. Refrain from operating appliances, systems, or equipment (other than lighting) unless expressly authorized;
 2. Report any unsafe conditions, hazards, or emergencies immediately to Manager;
 3. Not access restricted areas such as locked rooms, storage areas, attics, crawl spaces, or utility rooms unless expressly included in the tour; and
 4. Exit the Property immediately in the event of an emergency and contact emergency services as appropriate.
6. **Post-Showing Follow-Up.** Following each Self-Showing Tour, Manager shall:
 1. Review access logs to confirm that the Prospective Tenant accessed and exited the Property within the authorized time window;
 2. Investigate any irregularities, extended durations, or failure to properly secure the Property;
 3. Conduct or arrange for a visual inspection of the Property if warranted by the circumstances;

4. Follow up with the Prospective Tenant to solicit feedback regarding the condition of the Property and the Prospective Tenant's interest in leasing;
5. Document any reported issues, damage, or concerns; and
6. Disable or delete the Prospective Tenant's access credentials to prevent future unauthorized access.
7. **Disqualification and Denial of Access.** Manager reserves the right, in its sole discretion, to deny a Self-Showing Tour to any Prospective Tenant who:
 1. Fails to provide required identification, contact information, or verification;
 2. Provides false, misleading, or fraudulent information;
 3. Has a history of property damage, lease violations, or criminal activity that poses a risk to the Property or Owner's interests (to the extent such information is legally obtainable and verifiable);
 4. Refuses to agree to the terms of use or Self-Showing Protocol;
 5. Exhibits behavior or makes statements that raise reasonable safety or security concerns; or
 6. Otherwise fails to meet Manager's eligibility criteria.

Article 4 — Release, Hold Harmless, and Indemnification

1. **Assumption of Risk.** Owner expressly assumes all risks associated with Self-Showing Tours, including without limitation the risks identified in Article 2, Section II of this Addendum.
2. **Release and Hold Harmless.** To the fullest extent permitted by Florida law, Owner hereby releases, waives, discharges, and holds harmless Manager, its officers, directors, members, managers, employees, agents, contractors, affiliates, successors, and assigns (collectively, the "Manager Parties") from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of, resulting from, or in any way connected with:
 1. Any Self-Showing Tour conducted at the Property;
 2. Any act, omission, negligence, misconduct, or criminal activity of any Prospective Tenant or any guest, invitee, or third party accompanying or admitted by a Prospective Tenant during a Self-Showing Tour;
 3. Any theft, burglary, vandalism, property damage, or loss of Owner's personal property, furnishings, fixtures, or any other property occurring during or as a result of a Self-Showing Tour;
 4. Any personal injury, bodily injury, illness, death, or property damage suffered by any Prospective Tenant, guest, invitee, or third party during or as a result of a Self-Showing Tour, including but not limited to injuries caused by conditions of the Property, defects, hazards, or the acts or omissions of other persons;
 5. Any failure, malfunction, breach, or unauthorized access involving Self-Showing Technology, access codes, smart locks, or electronic systems;
 6. Any unauthorized occupancy, trespassing, or unlawful use of the Property by any person gaining access through or in connection with a Self-Showing Tour; and
 7. Any other occurrence, incident, or circumstance arising out of or related to Self-Showing Tours, except to the extent caused solely by Manager's gross negligence, willful misconduct, or intentional wrongdoing.
3. **Indemnification by Owner.** Owner agrees to indemnify, defend, and hold harmless the Manager Parties from and against any and all Claims brought by any third party (including but not limited to Prospective Tenants, their guests, invitees, neighbors, or other persons) arising out of, resulting from, or in any way connected with:
 1. Any Self-Showing Tour conducted at the Property;

2. Any personal injury, bodily injury, death, or property damage occurring at or related to the Property during a Self-Showing Tour;
 3. Any condition, defect, or hazard existing at the Property;
 4. Owner's failure to maintain the Property in a safe condition or to comply with applicable laws and regulations;
 5. Owner's failure to maintain adequate insurance coverage; or
 6. Any breach of Owner's obligations under this Addendum or the Management Agreement, except to the extent caused solely by Manager's gross negligence, willful misconduct, or intentional wrongdoing.
4. **Limitation on Release.** Notwithstanding the foregoing, nothing in this Article 4 shall be construed to release Manager from liability for:
1. Manager's gross negligence, willful misconduct, fraud, or intentional wrongdoing;
 2. Manager's breach of any statutory duty or obligation that cannot be waived under Florida law; or
 3. Claims arising from Manager's failure to comply with the Self-Showing Protocol in a manner constituting gross negligence or willful misconduct.
5. **Owner's Insurance Obligation.** Owner acknowledges and agrees that Manager's insurance policies may not cover losses, damages, or liabilities arising from Self-Showing Tours. Owner shall maintain, at Owner's sole cost and expense, adequate property insurance, liability insurance, and such other insurance coverage as Owner deems necessary or appropriate to protect Owner's interests and the Property against risks associated with Self-Showing Tours. Owner shall name Manager as an additional insured on Owner's liability insurance policy, if requested by Manager.

Article 5 — Miscellaneous Provisions

1. **Incorporation into Management Agreement.** This Addendum is hereby incorporated into and made a part of the Management Agreement. In the event of any conflict between the terms of this Addendum and the Management Agreement, the terms of this Addendum shall control with respect to Self-Showing Tours.
2. **No Modification of Other Terms.** Except as expressly modified by this Addendum, all terms, conditions, and provisions of the Management Agreement remain in full force and effect.
3. **Governing Law.** This Addendum shall be governed by, construed, and enforced in accordance with the laws of the state of Florida, without regard to its conflicts of law principles.
4. **Venue.** Any action or proceeding arising out of or relating to this Addendum shall be brought exclusively in the state or federal courts located in the County in which Property Manager's office is located, and the parties hereby consent to the personal jurisdiction and venue of such courts.
5. **Severability.** If any provision of this Addendum is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and such invalid, illegal, or unenforceable provision shall be reformed or limited only to the extent necessary to make it enforceable.
6. **Waiver.** No waiver of any provision of this Addendum shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.
7. **Entire Agreement.** This Addendum, together with the Management Agreement and any other written agreements executed by the parties, constitutes the entire agreement between the parties with respect to Self-Showing Tours and supersedes all prior negotiations, understandings, and agreements, whether written or oral, relating to the subject matter hereof.
8. **Amendment.** This Addendum may be amended or modified only by a written instrument executed by both Owner and Manager.

9. **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed original signatures for all purposes.
 10. **Survival.** The provisions of Article 4 (Release, Hold Harmless, and Indemnification) and Article 5 (Miscellaneous Provisions) shall survive the termination or expiration of this Addendum and the Management Agreement.
 11. **Authority.** Each party represents and warrants that it has full power and authority to enter into this Addendum and that the person executing this Addendum on behalf of such party is duly authorized to do so.
 12. **Notice.** Any notice required or permitted under this Addendum shall be delivered in accordance with the notice provisions set forth in the Management Agreement.
- IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

OWNER:

By: _____
 Name: _____
 Title (if entity): _____
 Date: _____

OWNER:

By: _____
 Name: _____
 Title (if entity): _____
 Date: _____

MANAGER:

By: _____
 Name: _____
 Title: _____
 Date: _____

SAMPLE

Guaranteed Protection For Landlords



Malicious Damage Guarantee



Loss of Rent Guarantee



Eviction Cost Guarantee

ProtectionPlus — POLICY BENEFITS CHECKLIST

LOSS OF RENT	Max Level of Cover
Tenant Skip (<i>Lease Break</i>)	8 weeks
Tenant Delinquency (<i>Eviction Order granted</i>)	10 weeks
Tenant Delinquency (<i>Writ of Possession obtained</i>)	12 weeks
Tenant Death (<i>sole tenancy</i>)	12 weeks
Tenant Murder or Suicide	25 weeks
Untenable (<i>due to malicious damage by tenant to the contents only</i>)	8 weeks
Untenable (<i>due to malicious damage by tenant to the building only</i>)	8 weeks
Victims of Violence	4 weeks
ADDITIONAL BENEFITS	
Malicious damage to building and/or contents	\$35,000*
Theft or damage due to theft to building and/or contents	\$15,000*
Eviction filing fee, Eviction defense costs	\$5,000
Sheriff, Marshall or Constable fees	\$600
Loss due to use of Digital Lock Boxes	\$5,000
Service and/or companion animal damage	\$1,000
Re-keying of locks	\$400
General Liability for 3rd party claims that happen on your property	\$1,000,000

***A deductible of \$1500 per event will be applied to all Malicious Damage and Theft Claims.**

This crucial insurance is available exclusively through Professional Property Managers

ELIGIBILITY CRITERIA

- Scheer Landlord Protection Insurance is only available for properties that are managed by a Professional Property Management Agent.
- Cover is not available on any property with a monthly rent below \$1000 or that is located within the five boroughs of New York City.
- All claims will be settled according to the lesser of the rent on the current lease, or up to a maximum per month rent cover of \$3000
- Tenant occupied properties where the tenant is not current on rent and had not paid rent on time for the previous two months, will not be eligible for the Loss of Rent, Eviction and tenant malicious damage Guarantees until those conditions are met.