

# Bay Area Real Estate & Rentals, Inc.

P.O. Box 3525, Apollo Beach, FL 33572

(813) 988-SELL / (813) 988-RENT

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## RENTAL MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ (“Owner”), and **Bay Area Real Estate & Rentals, Inc.**, a licensed Florida real estate brokerage corporation with a principal business address at 1503 South US 301, Suite 12, Tampa, FL 33619 (“Manager”). For value received, and in consideration of the mutual convenience hereunder, the parties agree to the following recitals, terms and conditions:

1. **Recitals:**(a) Owner is the record titleholder of a property unit located at \_\_\_\_\_ (The property)  
(b) Owner desires to lease the property and Manager to manage the property.  
(c) Manager is qualified and experienced in the management and leasing of property and has agreed to manage the rental of the property on behalf of Owner.

2. **Agency:** Owner hereby retains Manager as Owner’s exclusive agent for the rental of Owner’s property upon such terms as Manager, in its discretion may select, subject, however to all terms and conditions set forth in this Agreement, and Manager hereby agrees to serve as Owner’s agent for such purpose.

3. **Manager’s Duties:** Manager shall use commercially reasonable efforts to manage the rental of the property. Manager shall perform the following duties in connection with its efforts to manage the rental of property:

(a) Manager shall attempt to obtain tenants for the property, and, provided that Agent uses its standard form of Lease Agreement, that the monthly rental amount equals or exceeds \$ \_\_\_\_\_ and that the term of the Lease is greater than 6 months, but less than 13 months, Manager shall be authorized to execute leases on behalf of Owner without first obtaining Owner’s consent. Otherwise, Owner shall execute the Lease or provide Manager with written authorization to execute the Lease on behalf of Owner.

(b) Manager shall promote the property through advertisement, MLS and public relations, as it deems necessary or advisable at the Owners expense.

(c) Manager shall demand, collect, account for and issue receipts for all rent and charges payable by tenants, and, in the event of any defaults under a Lease of the property Manager shall be authorized to send appropriate default notices to tenant on behalf of Owner. However, Owner shall be solely responsible for instituting any legal proceedings that may be necessary in order to evict tenants or collect rents or other damages.

(d) Manager may make rental reservations and collect advance reservation deposits as set forth on this Agreement.

(e) Manager shall collect and account for security deposits as set forth in this Agreement.

(f) Manager shall supply for and renew all necessary licenses from the appropriate city, county, and Florida governmental agencies regulating the rental of property.

(g) Manager shall maintain and repair the property, at Owner’s expense, as set for in this Agreement.

(h) Manager shall, upon learning of any damages to the property, promptly notify Owner of such damages.

(I) Manager shall promptly inspect and inventory the property after a tenant vacates.

(j) Manager shall assist Owner in connection with the prosecution of tenants who damage the property.

(k) Manager to send and owner agrees to accept IRS end of year reporting of form 1042-S or 1099 via Electronic format.

4. **Sale of Property:** If, during the term of this Agreement, Owner wishes to sell or exchange the property Manager shall have the right to an exclusive listing for a period of ninety (90) days, in accordance with the terms and conditions of Manager’s Standard Listing Agreement.

5. **Management and Related Fees:** Owner agrees to pay Manager fees for services rendered pursuant to this agreement at the rates set forth below. In connection with any negotiations relating to the rental or sale of the property which are initiated during the term of this Agreement and which are subsequently consummated, Owner shall compensate Manager for leasing fees and sale commissions in accordance with the rates set forth below. All fees earned by Manager hereunder are due and payable on demand and may be deducted by manager from amounts received by Manager in connection with its management of the property. Manager shall be entitled to receive the following fees:

(a) A Management fees equal to ten percent (10%) of the gross monthly rent collected by Manager pursuant to this Agreement ~~plus 2% of the annual gross rent for renewal~~ (internet special deleting the renewal fees) & 50% of any pet fee collected. (Note: A management fees equal to 25% of gross monthly rents if the property is in foreclosure)

(b) A leasing fee equal to ½ of one full months rent, payable from the first months collected rent (Minimum \$500);

(c) A termination fee equal to 10% of the rental amounts remaining under Owner’s current lease, or \$500 whichever is greater, in the event that this Agreement is not renewed or if the Owner terminates this Agreement as provided below. The termination fee shall be in addition to any amounts to be received by Manager due to sales or rentals arising from negotiations which are initiated during the term of this Agreement but consummated after the termination of this Agreement.

(d) A sales commission fee equal to six percent (6%) of the gross sales price upon the sale or exchange of the property during the term of this Agreement.

6. **Terms of Agreement:** This agreement shall begin on \_\_\_\_\_ and shall remain in full force and effect for one (1) year. This Agreement shall renew automatically for additional one-year periods unless either party notifies the other party of that party’s intention to terminate this Agreement at least sixty (60) days prior to the expiration of the term of this Agreement. In addition, this Agreement is terminable by either party for any reason upon sixty-(60) day’s written notice to the party. In the event that Owner wishes to terminate this Agreement, Owner shall deliver to Manager, along with Owner’s notice of termination, the termination fee as set forth above. Notwithstanding the fact that the terms of this Agreement may commence at a date subsequent to its execution, the parties intend that they shall each have vested rights immediately upon the execution of this Agreement by both parties and that it shall be fully binding and in full force and effect from and after such execution.

7. **Advance Reservation Deposits:** Manager may accept reservations for the rental of the property for up to twelve (12) months in the advance of a proposed lease commencement date. Manager shall collect an advance reservation deposit in the amount of at least \$ \_\_\_\_\_ from all tenants making reservation for rental of the property in advance of the proposed lease commencement date. Manager shall hold the advance reservation deposit in accordance with Florida law. The advance reservation deposit shall be applied by Manager to tenant’s first monthly payment. In the event that the tenant fails to rent the

property, the advance reservation deposit shall be divided equally between Owner and Manager. In the event Owner fails to honor the reservation, Manager is able to locate a substitute property; Manager may apply the advance reservation deposit towards the substitute property. If a substitute property cannot be located, the advance reservation deposit shall be returned

to tenant, and Owner shall indemnify Manager for any loss, cost or expense resulting from Owner's failure to honor the reservation.

8. **Security Deposits:** Manager shall collect a security deposit in the amount of at least \$\_\_\_\_\_ from all tenants. Manager shall hold the security deposit on behalf of Owner in accordance with Florida law. In the event Tenant(s) damage the premises or owe any monies to the Landlord, Broker is given the exclusive authority to determine the amounts due, charge the Tenant(s) accordingly as per FS83.49 and/or settle with the Tenant(s). Broker is hereby granted to the sole authority to make claims as Broker deems appropriate. Landlord shall not interfere with this process and shall accept Brokers claim if any on the Security Deposit.

9. **Maintenance and Repair:** Manager shall maintain and repair the property, at Owner's expense, by hiring independent contractors or by using Manager's employees. Manger shall obtain Owner's prior written or oral authorization for any one time expense in excess of \$200.00, EXCEPT for monthly or recurring expense and emergency repairs which, in Brokers option are necessary to prevent the property from becoming uninhabitable or damaged, to avoid suspension of services required to be provided by law or lease, or to avoid penalties or fines to be imposed by a government entity. After a tenant vacates the property Manager shall arrange for the property to be cleaned, painted, re-keyed and for the carpets to be shampooed, as necessary at discretion of Broker, at Owner's expense. Manager may hold owners lasts month's rents for these repairs.

10. **Manager's Other Properties:** Manager may now or in the future serve as a rental agent for one or more other owners of rental property. Owner agrees that such other agencies do not constitute a conflict of interest by Manager and that Manager does not guarantee or represent that the Owner's property will or shall be rented as frequently or for as long as the other rental properties for which Manager is or may become the rental agent. Manager shall, through the exercise of its absolute discretion, determine which of the rental properties that it manages shall be offered to prospective tenant. Manager shall describe the characteristics of the various rental properties, the rate charged, the location and the period of time available for rental. Manager anticipates that most tenants will express a general preference after the various rental properties are described to them. Manager shall, wherever possible, honor a tenant's request for rental of a specific rental property. In absence of a requested specific property, any preference expressed by tenant will, if possible be honored. In the event that a tenant determines that the property is unacceptable for rental, Manager shall have the right to transfer the tenant to another property managed by Manager.

11. **Indemnification and Insurance:** Owner agrees to indemnify and hold Manager harmless for all liability in connection with the management of the property and from all liability for any injury to person or property related to the property or manager's agency, except in cases of willful misconduct or gross negligence. Owner shall carry, at his own expense, adequate public liability insurance. Manager shall not be liable for any error of judgment or any mistake of fact or law, or for anything which it may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

12. **Miscellaneous Provision:**

(a) Interpretation. This Agreement shall be governed by and shall be interpreted, construed, applied and enforced in accordance with the laws of State of Florida, regardless of where executed, delivered, performed or breached, and venue of any proceeding seeking enforcement of this Agreement shall lie exclusively in Hillsborough County, Florida. This Agreement shall not affect the provisions of the Condominium Declaration or its By-Laws, or any Homeowner's Association Declaration or By-Laws. The use of any caption, term or gender, or the singular or the plural shall not be used to misconstrue the true meaning of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, such invalidity shall not be deemed to affect, alter, modify or impair in any manor whatsoever any other provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. This Agreement constitutes the sole and entire agreement between the parties and no amendment, alteration or modification hereof shall be effective unless it is in writing and is executed subsequent to the execution of this Agreement by both of the parties. Time is of the essence of this Agreement.

13. **Notices:** Any notice required to be given pursuant of this Agreement shall be written and shall be deemed to be given when mailed by certified or registered mail with return receipt requested, with sufficient postage affixed and addressed to the parties as set forth above or to such other address as may be designated and noticed to the other party by the addressee.

14. **Waiver:** Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any right of allege default of the other party shall not constitute a waiver of any right for either a subsequent default of the same obligation or to allege any other default in the future.

15. **Attorney's Fees:** in connection with any litigation, including appellate proceedings, between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and cost.

16. **Fee's:** Any rent late charges collected from the tenant by Manager will be retained by Manager as a fee unless the Owners rent check is processed after the 20<sup>th</sup> of the Month in which case the late fee will be split equally between Manager and Owner. All other "tenant fees" will be retained by manager.

EXECUTED on the date set forth above.

**Owner:**

**Bay Area Real Estate & Rentals, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Owners Mailing Address:**

**By:** \_\_\_\_\_

\_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_

**Daytime#** \_\_\_\_\_ **Eve.#** \_\_\_\_\_ **Daytime#** \_\_\_\_\_ **Eve#** \_\_\_\_\_

**Landlord has received a copy of the property management policy manual made part of this agreement. Rev01.11.2023**