



EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT

This Agreement ("Agreement") is entered into and becomes effective this **1st** day of **APRIL, 2022** between "P O M Property Management, LLC" d/b/a Premier Property Management ("Broker") and **Owner Name** ("Owner") who agree as follows:

- LEASE TERMS:** Owner authorizes and agrees that Broker may offer the Property for lease at the agreed upon rates and terms. It is agreed that the Broker has discretion to increase or decrease the initial rental amount by ten (10) percent (**See Appendix A for Pricing and Management Fee**). For any changes outside of this range, Broker must obtain Owner(s) written approval. Rental concessions are common in the Naples/Ft. Myers market. Broker is authorized to offer a rental concession of up to 2 days if, in the opinion of the Broker, this will result in reduced vacancy and/or a higher annual income for the Owner.
- Broker is hereby designated as the exclusive agent and representative of Owner for the real property described below, including any personal property left on site ("collectively, "Property") located at: (For multiple properties, please only fill out Additional Property Worksheet Addendum)

Property Street Addresses:

Address (Street, City, State, Zip)

3. CONTRACTUAL COMPENSATION:

MANAGEMENT FEE: Broker shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement. The fee will be **(Short Term Rental)** or **(Annual Rental)** of rents received for initial term and any additional terms or time periods. Broker will charge a processing fee equal to **1%** of annual gross rent on any renewals and extensions thereof. In the event of any cancellation of management services after a willing, able, and ready tenant has been procured including renewal of existing tenant, the total management fee paid to Broker up through date of cancellation is not to be less than **\$700 or 6%** of the gross lease, whichever is greater. **ADVERTISING:** Owner shall pay an advertising fee equal to **\$250.00**. If Broker's advertising expenses exceed the aforementioned fees respectively, Broker will pay the additional expense. Should Owner terminate lease agreement for any reason, advertising fee is non-refundable. In event of termination, Owner will indemnify Broker for any additional advertising expense. **PROPERTY INSPECTIONS:** Owner authorizes Broker to employ, at owner's Expense, the PPM Maintenance Director to perform property inspections semi-annually. Photos/Videos will be taken to note any damage or renovation suggestions for the unit. The Cost of each video inspection will be billed to the owner's account. The cost of the value-added service is **\$40** per inspection. **SALE OF PROPERTY:** Should Broker provided tenant purchase home during or within 90 days of cancellation of this Agreement, Broker shall be entitled to 2% sales commission based on the sale price of Property.

4. OWNER AND BROKER OBLIGATIONS

- **TERM OF AGREEMENT:** Owner hereby grants to Broker the Exclusive Right to Lease and Manage the Property for a term of **12** months from the Effective Date of the Agreement. Agreement will be in effect for one (1) year and will automatically renew for successive one (1) year periods at the anniversary date so long as there has not been a thirty (30) day written notice to terminate prior to the next term given by either party.
- **TERMINATION OF AGREEMENT: Owner and Broker shall have the right to immediately terminate this Agreement without cause, upon 30 days written notice, at any time.** Such termination shall not in any way eliminate or otherwise affect Owner's obligation to pay any amounts due Broker under this Agreement. In the event this agreement is terminated by Owner, the Broker shall receive all rental commissions earned to the date of termination (30 days from written notice) and the Broker's rights provided for in section 3 shall survive such termination. All monies expended by Broker shall be paid to Broker prior to this cancellation and Broker is authorized to withhold any sums owed to Broker from monies held prior to the final disbursement to Owner. Broker reserves the right to terminate this agreement with 30 days written notice to Owner at any time or, immediately with written or verbal notice if, in the opinion of Broker's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Should said termination caused by Owner occur, Broker may at its option continue to hold Owner liable for any commissions due, fees due or monies owed Broker if the tenant(s) remain in the property after such termination by Broker.
- **NON-COMPETE:** Owner will not knowingly hire, or contract for any management services, with any current, future and/or former employees/independent contractors of the Broker during the term of this Agreement and for a period of eighteen (18) months after termination of this Agreement, unless agreed upon in writing by Broker.
- **AUTHORITY TO LEASE:** Owner agrees to promptly refer to Broker all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases and lease renewals and agrees to accept a lease that satisfies the Broker's criteria. Broker is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on Owner's behalf, any default notices to tenant(s) as may be necessary. In the event that a prospective tenant places a deposit with Broker or Owner and Tenant fails to execute a lease or take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to Broker. Owner certifies and represents that Owner has the legal authority and capacity to lease the property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.
- **SECURITY DEPOSIT AND ADVANCE RENT:** All security deposits and advance rent must be held by Broker in a *Florida* banking institution and in accordance with Chapter 83, Florida Statutes. Broker shall have full responsibility to collect rents, deposit and hold funds received on behalf of tenant as required by Chapter 83.49, Florida Statutes and disburse the security deposit to the tenant in accordance with Florida law. Owner shall indemnify Broker in the event Tenant sues Broker over a dispute concerning Owner's disposition of the security deposit or advance rent.
- **TENANT HISTORY:** Broker will obtain a standard credit and background report (hereafter, "Tenant Report") on all tenant applicants from a credit bureau of Broker's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report (i) may not be all inclusive, (ii) may not provide information from all local jurisdictions within the United States and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Broker warrant the completeness or accuracy of the information contained therein. The Broker will pay for the cost of the Tenant Report from the application fee collected from tenant by Broker. Owner understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. Owner agrees that Owner shall not be provided with the Tenant Report unless authorized by the Tenant, the report provider and law. If the applicant fails to meet the Broker's criteria for rental, Owner can override this by signing an Owner Authorization to Rent Form.
- **BROKER OBLIGATIONS AND AUTHORITY:** Owner authorizes Broker to: (a) advertise the Property as it deems advisable, in its sole discretion, in newspapers, publications, computer networks, and other media, (b) place appropriate transaction signs on the Property and remove all other such signs including Owner's sign(s) during the term of this Agreement; and (c) place the Property In a multiple listing service ("MLS") (if available). Such advertising may be general in nature and may not specifically describe the Property. Broker retains the full right to make any decisions on the return or retention of the deposit if the applicant demands the deposit return and there is a dispute. Broker will use its best efforts to obtain a tenant. Owner agrees to hold Broker harmless for any failure to secure Tenant(s) for the Owner, any cancellation by the Tenant(s), and/or failure to collect any rents or monies due from the Tenant(s) for any reason.
- **KEYS AND LOCK BOX AUTHORIZATION:** Owner approves the use of a lock box system to show and access the Property. Upon execution of this Agreement, Owner will provide a minimum of 3 sets of keys for each door lock, plus security and pool keys, mailbox keys, garage door openers, gate cards and security passes, if any. Owner authorized Broker to charge a one-time \$25 fee to procure lockbox. Should owner terminate Agreement, Sell/Dispose of Property, or upon natural expiration of Agreement, Broker will credit \$15 to Owner account. Owner authorizes Broker to deliver the key to the Property to any cooperating real estate broker or salesperson for the purpose of showing the Property. If a lock box is approved on the Property, Owner is advised to secure or remove

valuable. Owner agrees that the lock box is for the Owner's benefit and hereby releases Broker and persons working through Broker from all liability and responsibility in connection with any loss that occurs. Owner agrees to hold Broker harmless from any liability which may arise from damage, theft, negligence or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein.

- **CONDITION OF PROPERTY:** Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable condition, there is no mold, mildew or any water intrusion on the premises and is in compliance with all applicable laws, ordinances and regulations of all governmental authorities.
- **REPAIRS:** Broker is given the right to spend in the amount not to exceed **\$200.00** in any one month to purchase items, make repairs, and pay for same out of Owner's funds, and, if inadequate, Owner shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the Broker deems an emergency and or necessary in Broker's sole judgment for the safety of the tenant(s) or the welfare of the property, Broker has authority to institute repairs, even if over the aforementioned limit. In order to maintain the Repair Account, Owner will provide Broker with **\$200.00** and if this account falls below **\$200.00**, Broker may replenish it from the rents received. The remaining reserve balance, if any, will be returned to the owner when management of Property has concluded and the Owner account balance has been reconciled. In the event repairs are made, Broker shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to Owner. Broker will arrange for all repairs, inspections, maintenance and cleanings, unless Owner has notified Broker in writing prior to the commencement of repairs to use someone else that Owner has selected, and Owner makes arrangements with third party direct. Owner agrees that they shall pay third party direct and shall indemnify and hold Broker harmless for payment of same.
- **INVENTORY. DAMAGES or MISSING ITEMS:** Owner shall provide Tenant with a written inventory of personal items and furnishings. Broker is not responsible for damage to the premises or missing, lost, or damaged items or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism or negligence of tenant(s), their guests or third parties.
- **NOTICES:** Whenever notice shall or may be given to Broker by Owner, each such notice shall be faxed, emailed or mailed to the Broker's address listed herein or such other address as Broker may designate. Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail at the permanent address given on Management Agreement, fax, or by e-mail.
- **Physical Addresses of Broker:**
 - **739 5th Avenue S., Naples, FL 34102**
 - **700 11th Street S, PH-3, Naples FL 34102**
 - **Email address for notification: info@naplesppm.com**
 - **Fax: 888-352-8646**
- **TAX IDENTIFICATION:** US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 31% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with their ITIN number to be exempt from 31% IRS withholding tax., but are advised to seek the advice of an accountant before signing IRS form W-8ECI which states that the signer is exempt from US back-up withholding because their rental property is a business.
- **MORTGAGE CLAUSES AND DEFAULT PROVISIONS:** Owner hereby certifies 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. If the property's mortgagee files a foreclosure action in the clerk of court against the property, (1) Owner shall pay BROKER all fees and compensation due under the current lease and this management agreement, accelerated, and Manager may deduct such fees and compensation from rents received, and/or (2) BROKER shall freeze Owner's funds on account for the express purpose of negotiating and settling any claims the Tenant may have (if any) during their statute of limitations as a result of the property going into foreclosure. If a foreclosure is filed, Owner gives BROKER the authority and discretion to facilitate an amendable resolution with the Tenant to prevent the Tenant from causing problems with BROKER and/or Owner that are in the interests of the parties involved.
- **EVICTION:** Should and eviction become necessary for a tenant that Broker did not procure or a tenant with substandard credentials that the Owner gave authority to lease to, via an Owner Authorization to Rent form; Broker reserves right to charge \$450 plus all related legal expense for said eviction. Costs and Attorneys Fees to evict tenant(s) or otherwise will be paid by Owner in advance and Owner agrees to hold Broker harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, Owner agrees that Broker is entitled to a

commission on any monies received in the percentage as set forth below and agrees to remit same to Broker. Broker makes no guarantees on how long it will take for an eviction to be finalized but will make every effort to expedite the process.

- **COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES & ASSESSMENT:** If rental unit is a condominium or is governed by a Homeowner's Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner agrees to pay all federal, state or local taxes, association fines, or assessments that are due or may become due as a result of the leasing. It is the Owner's sole responsibility to provide Broker with Association Application forms and a copy of the Rules and Regulations at time of this agreement.
- **INDEMNIFICATION:** Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company if any affiliates, employees, agents, representatives, successors and assigns, from all claims suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever and any expenses arising from or relating to (i) an Owner caused booking conflict or Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due Owner, (iii) bad or returned checks from any tenant, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property or (vi) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Broker, including any claims or losses arising from Broker's negligence.
- **ATTORNEY'S FEES:** In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fee (including in-house attorneys) and costs, including fees and costs incurred on appeal. Both Owner and Broker hereby mutually waive any right to a trial by jury in the event of any litigation.
- **VENUE, JURISDICTION AND GOVERNING LAW:** Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located and each consents to personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.
- **NON-DISCRIMINATION:** Owner and Broker agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides that it shall be unlawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status or handicap.
- **ENTIRE AND BINDING AGREEMENT:** This Agreement, which includes all Addenda attached hereto which is hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner which are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.
- **SUCCESSORS and ASSIGNS:** This Agreement shall be binding upon the successors and assigns of Broker and Owner and their respective heirs, administrators, executors, successors and assigns.
- **ENVIRONMENTAL HAZARDS and INJURIES SUFFERED BY TENANT(S):** TENANT(S) are increasingly suing property Owner's and BROKERS for environmental hazards including but not limited to mold, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER' actions.
- **HURRICANES, TROPICAL STORMS, and ACTS OF GOD:** BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of god unless agreed to in writing between BROKER and LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.
- **SPECIFIC POWER OF ATTORNEY:** Owner hereby appoints Broker and Broker's authorized representatives as Owner's attorney in fact for the purpose of carrying out Broker's duties under the terms of this contract. Broker and authorized representatives shall have the full power and authority to enter into leases consistent with the terms stated herein.
- **OWNER CONTACT WITH TENANT(S):** Owner agrees and understands that if OWNER has any contact with the Tenant(s) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the Owner will have to testify in person in court. Broker strongly urges that all contact with Tenant(s) be made by and through Broker. **SPECIAL ARRANGEMENTS (If left blank, none):**

By signing below I / We acknowledge that I / We have read and understood the terms of this Agreement and agree to abide by them. This is intended to be a legally binding document. If you do not understand any part of this agreement, you should obtain the advice of an attorney prior to execution. FINAL ACCEPTANCE: When duly signed by Broker or Broker's agent this agreement becomes binding on all parties. Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.

Facsimile Signature: The parties agree that this agreement may be executed by facsimile and such facsimiles shall be binding as if originals.

Owner Signature	Date	Owner Signature	Date
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Authorized Broker's Signature	Date
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Owner Mailing Address: _____

City: _____ State: _____

Zip: _____ Email Address: _____

Cell Phone #: _____

Other Phone #: _____

5. PROPERTY INFORMATION (PLEASE FILL OUT ONE FORM PER PROPERTY)

A. IS THE HOME CURRENTLY OCCUPIED: YES / NO

B. DATE AVAILABLE: (LEAVE BLANK FOR IMMEDIATELY) : _____

C. HOME WARRANTY YES / NO

I. WARRANTY PROVIDER CONTRACT INFORMATION:

D. D. BEDROOMS: _____ BATHROOMS: _____ SQ FT: _____

E. GARAGE YES / NO

IF YES, # OF SPACES

GARAGE KEY CODE (IF AVAILABLE)

F. ASSIGNED PARKING YES / NO

IF ASSIGNED PARKING, PLEASE ENTER YOUR PARKING SPACE NUMBER(S)

G. HOME ALARM SYSTEM YES / NO

IF YES, IS THE ALARM ACTIVE?

H. ARE DOGS APPROVED

IF YES, PLEASE NOTE ANY RESTRICTIONS (e.g. no pets above 35lbs) _____

I. ARE CATS APPROVED

J. PLEASE SELECT UTILITIES THAT WILL BE PAID BY LANDLORD & ARE INCLUDED IN THE RENTAL RATE:

CABLE _____ YES _____ NO _____ N/A

ELECTRIC _____ YES _____ NO _____ N/A

SEWER / SEPTIC _____ YES _____ NO _____ N/A

WATER _____ YES _____ NO _____ N/A

TRASH _____ YES _____ NO _____ N/A

K. IS POOL CARE PROVIDED BY OWNER _____ YES _____ NO _____ N/A

L. IS LAWN CARE PROVIDED BY OWNER _____ YES _____ NO _____ N/A

M. WHAT TYPE OF VIEW DOES YOUR HOME HAVE:

LAKE

CANAL

PRESERVE

POOL

GOLF COURSE

PARKING LOT

N. KEYS QUANTITY

FRONT DOOR

BACK DOOR

POOL/CLUBHOUSE

ELECTRONIC CARDS

IF YES, PLEASE NOTE ANY RESTRICTIONS (e.g. no pets above 35lbs) _____ (In general, pets we allow do not include vicious breeds, puppies or kittens)

O. IS THE HOME CURRENTLY FURNISHED: YES NO I. IF YES, WILL YOU CONSIDER REMOVING THE FURNITURE FOR A TENANT?

P. PLEASE SELECT THE UNIT TYPE:

SINGLE FAMILY

CONDO

TOWNHOME

ATTACHED VILLA

CARRIAGE HOME

6. COMMUNITY INFORMATION (If any information is unknown, leave blank and broker will complete)

Community Name _____

Association Management Company _____

Association Management Contact # _____

Guard Gate YES / NO

Guard Gate Code YES / NO Gate Code:

Guard Gate Phone # _____

Motorcycles Allowed: YES / NO

Trucks Allowed: YES / NO

Maximum # of Cars Allowed: _____

Community Pool YES / NO

Community Spa YES / NO

Community Clubhouse YES / NO

Cable Included YES / NO

Lawn Service Included Water Included YES / NO

Other Amenities not listed _____



Automated Deposit Authorization (Addendum to Agreement)

This Agreement amends, and is incorporated into, and forms a part of the Management Agreement of the above named Owner for all Property. Owner, as authorized signor on the following account, authorized Premier Property Management its successor and assigns, and the institution to initiate deposits to the designated bank account for any funds payable to Owner.

Timely Payment

All automatic deposits will be initiated for each lease installment period throughout the term of the Lease Agreement. Premier Property Management is hereby authorized to electronically transmit financial debits and credits pursuant to the Management Agreement.

Notice to Change

Owner agrees to deliver a written thirty (30) day notice of any account changes or closings. Failure to provide such notice will result in an assessment of \$25.00 immediately payable.

Notice To Cancel

This authorization will remain in effect until you submit thirty (30) days written notice to cancel. Owner shall not be entitled to future discounts created by this authorization.

Attach Your Voided Check Here.
We cannot establish these services without it.

CHECK NO. _____
DATE _____
\$ _____
DOLLARS
MEMO _____ SIGNED _____
: 000000000 : 103 000000000 : 765

ABA routing number Bank account number

APPENDIX A

*Pricing Example

Annual			Seasonal	
Month			Month	
Jan	\$2,695.00		Jan	\$4,395.00
Feb	\$2,695.00		Feb	\$4,395.00
Mar	\$2,695.00		Mar	\$4,395.00
Apr	\$2,695.00		Apr	\$3,495.00
May	\$2,695.00		May	\$2,995.00
Jun	\$2,695.00		Jun	\$2,995.00
July	\$2,695.00		July	\$2,995.00
Aug	\$2,695.00		Aug	\$2,995.00
Sept	\$2,695.00		Sept	\$2,995.00
Oct	\$2,695.00		Oct	\$2,995.00
Nov	\$2,695.00		Nov	\$3,495.00
Dec	\$2,695.00		Dec	\$3,495.00
Gross	\$32,340.00		Gross	\$41,640.00
% chance (95%)	\$30,723.00		% chance (70%)	\$29,148.00
Management Fee (12%)	\$3,686.76		Management Fee (15%)	\$4,372.20
Expenses (Estimate: 5%)	\$1,617.00		Expenses (Estimate: 5%)	\$2,082.00
Utilities (\$100/mo)	\$0.00		Utilities (\$100/mo)	\$1,200.00
Net	\$25,419.24		Net	\$21,493.80