

HOME FINDER REALTY CORPORATION OF JAX, INC.
2017

2292 Mayport Road, Suite 1
Jacksonville, Florida
32233

FULL TIME MANAGEMENT AGREEMENT

I/We _____ (hereinafter known as *Owner*) hereby employ Home Finder Realty Corp. of Jax, Inc. (hereinafter known as *Agent*)

for management. This property is legally known as _____

and is to be rented for \$ _____ per month. The Security Deposit will be

\$ _____. *Owner* hereby confers upon the *Agent* the following duties, authority, and powers:

1. **LEASING:** To advertise the availability for rent of the property or any part thereof and to display "For Rent" or "For Lease" signs thereon; to execute leases and/or renewals or cancellations of leases relating to the property; to terminate tenancies and to sign and serve for the *Owner* such notices as *Owner* deems appropriate to institute legal actions in the name of the *Owner*; to evict Tenants and recover possession of the premises; to recover rents and other sums due. *Agent* assumes no responsibility for damages or theft of personal property on *Owner's* premises. *Owner* agrees to pay reasonable attorney's fees and court costs, should it become necessary to evict a Tenant or litigate any matter involving the management of said property.

2. **RENTS:** To collect rents, to deposit all receipts collected for *Owner* in a trust account with a qualified banking institution and to remit same, less rental commission of _____% and maintenance and operating expenses that accrue at the above address. Rental proceeds remittance subject to Florida banking regulations and date on which rent was paid by tenant. Remittance to *Owner* will be on or before the 25th day of each month.

3. **LAWN CARE:** To see that the Tenant performs necessary maintenance on yard to keep it clean, neat and orderly and to inform *Owner* of any uncorrected condition or destruction of shrubs, fences, or yard gates. **AGENT DOES NOT WARRANT NOR GUARANTEE, AND IS NOT RESPONSIBLE FOR THE CONDITION OR APPEARANCE OF LAWNS AND LANDSCAPED AREAS**, and recommends *Owner* consult a reliable lawn service contractor for the proper insect control and fertilization. *Agent* will make periodic inspections of all rooms of the residence and surrounding grounds.

4. **REPAIRS:** *Owner* agrees that *Agent* shall have the authority to coordinate necessary repairs to

preserve the property in its present condition. Said repairs exceeding \$250.00 will be approved only by *Owner*, or individual authorized to approve for *Owner*. *Agent* agrees to use only reliable licensed workmen or contractors, and assumes no liability for the cost of materials or repairs before payment is made, and assumes no recourse for repairs. SHOULD AGENT BE UNABLE TO CONTACT OWNER OR AUTHORIZED PERSON, EMERGENCY REPAIRS THAT ARE NECESSARY TO PRESERVE THE HOME AND PREVENT A HAZARDOUS SITUATION FOR TENANT AND/OR HOME WILL BE DONE IMMEDIATELY. The cost of repairs made will be deducted from rental proceeds.

5. **KEYS:** *Owner* shall provide or bear the cost of making three (3) copies of keys to each lock on the premises. *Owner* is to provide mailbox key and number for mailbox # _____

6. **PETS:** *Owner* agrees Yes No

A non-refundable fee of \$150.00 per pet will be collected.

7. **FEES:** OWNER AGREES TO PAY A LEASING FEE OF 20% OF THE FIRST MONTHS FULL RENT PLUS A _____% MONTHLY MANAGEMENT FEE FOR THE FIRST LEASE DRAFTED FOR THE PROPERTY. OWNER AGREES TO PAY A LEASING FEE OF \$150.00 PLUS A _____% MONTHLY MANAGEMENT FEE FOR ALL LEASES DRAWN ON NEW TENANTS THEREAFTER. THERE IS A \$35.00 LEASE RENEWAL FEE FOR ALL SUBSEQUENT RENEWED LEASES. OWNER AGREES THAT AGENT MAY COLLECT FROM TENANT ALL OR ANY OF THE FOLLOWING: NON-NEGOTIABLE CHECK CHARGES, POSTING FEES, LATE FEES, AND NEED NOT ACCOUNT TO OWNER FOR THOSE MONIES. AGENT WILL RETAIN THESE ENTIRE FEES.

8. **PROPERTY STATUS;** OWNER stipulates that the property is not now in pre-foreclosure or foreclosure status at the time of execution of this document. OWNER further stipulates that should the property be subject to foreclosure proceedings during any period of tenant occupancy that (1) AGENT will be notified immediately of any foreclosure proceedings and (2) the tenant will be held harmless from said proceedings and will be allowed to vacate the property with rent being pro-rated to the day of departure and (3) the tenant will be entitled to a full refund of Security Deposit subject to lease parameters. RENTAL PROCEEDS DURING PERIODS OF FORECLOSURE WILL BE REMITTED TO OWNER AFTER THE 1ST OF THE MONTH FOLLOWING THE MONTH IN WHICH RENT IS PAID TO AGENT.

9. **GENERAL:**

(A) *Owner* agrees to obtain and maintain liability insurance on said property, or give *Agent* authority to purchase this coverage and deduct the cost from rental proceeds.

(B) *Owner* agrees to have *Agent* turn on utilities in the company name to accomplish any repairs to and for the showing of the property during periods of vacancy. A Utilities Account will be created for the *Owner* for the payment of utility charges during these periods of vacancy and monies will be deducted from rental proceeds for the establishment of that account.

(C) In the event Customer/Tenant application is approved, and applicant fails or refuses for any reason whatsoever to occupy the above property, the *Agent* and *Owner* shall retain and equally divide the Security/Damage deposit to cover the cost of making and processing their application and for the loss of possible and valuable renting time; providing further, that in the event their application is disapproved by *Agent*, the Security/Damage deposit will be returned to the applicant with the exception of the rental application fee.

(D) In the event tenant receives military transfer orders for permanent change of station to a location thirty-five (35) miles or more from the above address, is deployed for a period of more than sixty (60) days, or is assigned to government quarters, Tenant will be released from the remainder of the lease. Rent will be pro-rated to the date of transfer.

(E) In the event Tenant purchases a home through *Agent* during his tenancy, Tenant will be released from the remainder of the lease providing (1) Tenant leaves property in same or better condition at no expense to *Owner* and (2) property is re-rented prior to Tenant closing the purchase transaction.

(F) *Owner* agrees to pay *Agent* a real estate fee of 6% of the selling price should Tenant or any other party procured by *Agent* purchase *Owner's* property.

(G) This agreement is valid until terminated by either party with written notice. In the event of termination by *Owner*, *Agent's* rights hereunder as to parties with whom *Agent* has previously entered into a leasehold agreement shall continue until the tenant shall vacate the property. *Owner* shall pay to *Agent* the amount equivalent to one years management fees to terminate this agreement. Termination of this agreement does not waive any *Agent's* rights as to stipulations of Paragraph (F).

(H) In the event that any action is commenced in relation to this listing agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be required to pay, a reasonable sum for the party's attorney's fees.

(I) No changes to this agreement will be accepted unless pre-approved by *Agent*. Only addenda agreed to in writing and initialed by *Agent* shall be enforceable.

FOR PROPER AND ACCURATE MANAGEMENT PLEASE FILL IN THE FOLLOWING.

PRINT FIRST AND LAST NAME AND ADDRESS OF ALL OWNERS

OWNERS S.S.N. (OWNERS # WILL RECEIVE TAX FORMS).

CURRENT HOME, WORK, AND CELL NUMBERS OF ALL OWNERS.

E-MAIL ADDRESS, BOTH WORK AND HOME, OF ALL OWNERS.

PRINT FIRST AND LAST NAME OF EMERGENCY CONTACT.

E-MAIL, HOME AND WORK NUMBERS, AND ADDRESS OF EMERGENCY CONTACT.

OWNER TO PROVIDE NAME AND NUMBER OF HOME OWNER ASSOCIATION/COMMUNITY ASSOCIATION MANAGEMENT COMPANY AND COPY OF COVENANTS AND RESTRICTIONS.

NAME OF INSURANCE COMPANY, TOLL FREE PHONE NUMBER(S), POLICY NUMBER(S) AND AGENT(S) OF CONTACT IF ANY.

IF CHANGE OF PERMANENT ADDRESS, ANY KNOWN RESIDENTIAL ADDRESS, PHONE NUMBERS(BOTH WORK AND HOME) AND A WORK ADDRESS IF NO PERMANENT RESIDENCE HAS BEEN ESTABLISHED YET.

CONTACT INFORMATION ON ANY VENDORS CURRENTLY UNDER CONTRACT FOR THIS RESIDENCE OR PREFERRED USED IN MAINTAINING THE PROPERTY, PLEASE ATTACH ALL WARRANTY INFORMATION FOR ITEMS CURRENTLY UNDER WARRANTY.

HOME OR BUSINESS ADDRESS TO WHICH FUNDS ARE TO BE MAILED, OR ADDRESS AND

ACCOUNT NUMBER OF BANK TO WHICH FUNDS ARE TO BE MAILED, OR NAME OF LOCAL BANK AND ACCOUNT NUMBER IF FUNDS ARE TO BE DEPOSITED: FOR BANKING OWNER MUST PROVIDE PREPRINTED DEPOSIT SLIPS TO AGENT AS NEEDED.

OWNER(S) SIGNATURE _____

DATE _____

DATE _____

LISTING AGENT (PRINT) _____

DATE _____

BROKER _____

DATE _____