

**The Property Management Specialists
of Central Florida, Inc.**
1900 E. Robinson Street
Orlando, Fl 32803

THE UNDERSIGNED OWNER hereby employs the undersigned Broker to exclusively to rent, lease, operate and manage the real property situated in the City of _____

County of _____ State of Florida described as _____

_____ for a period commencing this date and terminating one year from this date, upon the following

ENTIRE PREMISES:

"The property includes the entire premises in full UNLESS any areas such shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds or rooms are specifically excluded by OWNER in writing".

TERMS AND CONDITIONS:

BROKER'S OBLIGATIONS

OWNER hereby confers upon the Broker 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 screen and approve or disapprove prospective tenant(s) as may be necessary, execute leases for terms not to exceed one year, renewals or cancellations of lease relating to the property; to terminate tenancies and to sign and serve for the owner such notices Broker deems appropriate; to institute legal actions in the name of the Owner, to evict tenants using an attorney and recover possession of the premises, to recover rents and other sums due; to settle, compromise and release such actions. Broker is not responsible for damage to the premises or items missing, switched out, lost or damaged, including but not limited to, theft, vandalism or negligence of tenants or their guests. "In the event the tenants damage the premises or owes any moneys to the Owner, Broker is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon the advise of Broker's legal council. Broker is given the power to make claims upon the security deposit on behalf of Owner and Broker shall not be held liable for any failure to make claims on damages which were not readily apparent to Broker".
2. **RENTS.** To collect rents and to collect and disburse security and other deposits, to deposit all receipts collected for Owner in a trust account with a qualified banking institution, but Broker shall not incur any liability for bankruptcy or failure of the depository. "Broker shall be entitled to a rental commission from all rent moneys collected and shall retain any charges deemed "additional rent" i.e. late fees, or fees owed in the lease agreement.
3. **MAINTENANCE.** To employ, supervise and discharge all labor required for the operation and maintenance of the property, it being agreed that all employees shall be deemed to be Owner's employees. To do a visual survey of the property every six months.
4. **SERVICE CONTRACTS/WARRANTIES.** To execute contracts for utilities and services for the operation, maintenance, and safety of the property, as the Broker shall deem advisable and/or necessary. Broker will assume there are no service contracts or warranties already existing unless Owner provides copies at the time this agreement is executed.
5. **REPAIRS.** To take charge of repairs, decorating and to purchase supplies therefore. Broker agrees to obtain Owner's prior authorization for any and each expense item in excess of \$150, except monthly or recurring operation charges or emergency repairs i.e. air conditioning, heat refrigerator, range or plumbing or any other repair Broker deems and emergency for the safety of the tenant(s) or the welfare of the property should the Owner not be reasonably available for consultation and the repairs exceed the \$150 limit. Broker shall retain a minimum balance in the owner's account of \$150 at all times for said expenditures. For repairs that exceed \$5,000.00, Broker shall charge a 10% of the costs customer service fee.
6. **DISBURSEMENTS.** To accrue and make disbursements from Owner's funds for: Contractual mortgage payments, property and employee taxes, special assessments, premiums for hazard and liability insurance and any other insurance required, except as follows: As mutually agreed.

7. PERIODIC STATEMENTS. To render periodic itemized statements of receipts, expenses, charges and accruals and to remit to Owner receipts less disbursements and accruals for future expenses. In the event disbursements shall exceed receipts, Owner shall promptly remit such excess to the Broker. Owner assumes full responsibility for the payments of any expenses and obligations incurred in connection with the exercise of Broker's duties set forth herein.

8. PROCEEDS. Broker shall send Owner the proceeds collected from the rental of the property minus the rental commission, fees and any costs or expenses provided for in this agreement. It is understood that no funds will be released until such time as moneys have cleared the Broker's bank (usually 5 to 7 business days for local checks) should certified funds, cash or traveler's checks have been received. Direct deposit of funds is available upon request.

OWNER'S OBLIGATIONS

1. BROKERAGE FEES. Owner agrees to pay Broker a fee or fees for services rendered at the rates hereinafter set forth. Owner recognizes Broker as agent in any negotiations relative to the property or any part thereof, which may have been initiated during the term hereof, and if consummated, shall compensate Broker in accordance with the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by the Broker from receipts.

Management: 8% of all rents, Any outlined administrative fees

Leasing: 50% of one month's rent (Maximum of 4 ads)

Sale: 3% of the sale price of the property in the event the tenant purchases the home.

Collection Fee: (late fees and NSF check fees) & Administrative Fee: Paid by tenant

Renewal Fee: \$75.00

INSURANCE/FEES/TAXES/CHARGES:

2. HOLD HARMLESS. Owner agrees to hold the Broker, it's employees, agents and assigns, harmless from all damage suits, claims, losses and expenses arising in connection with the management of the herein described property and from liability from injury suffered by any persons and/or property occurring on or about the premises. Owner agrees to indemnify Broker for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage. Owner agrees to carry, at his own expense, adequate public liability insurance at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish the Broker with proof of insurance and a copy of the declaration page. Owner agrees to name the Broker as additional-insured on all policies. The Broker also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which he may do or refrain from doing thereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect the Broker's compensation or if Broker successfully defends any action brought against Broker by Owner, relating to the property, or Broker's management thereof, Owner agrees to pay all costs incurred by Broker in connection with such action, including a reasonable attorney's fee. Owner agrees to indemnify Management Company and hold Management Company harmless from any and all debts, claims, duties, causes of action or other obligations of every kind or nature, including all forms of taxes, directly or indirectly relating to or concerning the management of owner's property, if such debts, claims, duties, causes of action or obligations were in any way incurred by the Owner or arose as a result of Owner's activities or actions on or before the date of management agreement, provided only that this Section shall have no effects as to items or liabilities the parties have heretofore agreed are properly subject to proration or that the management assumes in the ordinary course of the business at closing. In the event that the Management Company pays any debts or obligations for which Owner is responsible, pursuant to this section, then Management Company shall have the right to offset said payments and deduct them from the amount due to Owner pursuant to a certain management agreement being executed contemporaneously herewith. However, Management Company shall notify the Owner in writing immediately upon receipt of any demand for payment by Management Company of any such debt or obligation, in order that Owner shall have the reasonable opportunity to satisfy same prior to any offset.

"Any deviations from the term of this agreement must be agreed upon by all parties in writing. Owner agrees to hold Broker harmless for any failure to secure tenant(s) and/or failure to collect any rents or moneys due from the Tenant for any reason."

3. DATA AND RECORDS. Owner agrees to make available to Broker all data, records and documents pertaining to the property which the Broker may require to properly exercise his duties hereunder. If allowed in the future, any moneys collected or received by Broker will be held in Broker's bank account(s) and, interest, if earned, and

permitted by law to be retained by Broker, shall be paid to Broker for administrative services and partial escrow agent's fee. "In the State of Florida, a Broker is not allowed, by law, to draft a lease, therefore, there will be a charge to the owner of \$ 75.00 for the review of preparation of the lease. The charges to cover the attorney review fee will be collected once a year. This also allows the Broker to inquire at no extra charge phone consultations in the event of any disputes with the Tenant or related issues".

4. CONDOMINIUM/HOMEOWNER ASSOCIATIONS. The lease shall be subject to the Declaration of Condominium or Homeowner's Association pertaining thereto and rules and regulations thereunder; Owner shall be responsible for providing Broker with all current rules and regulations, and for payment of any recreation, land and/or fees, fines levied by the association or assessments and Owner agrees to indemnify Broker for payment of same.

OTHER TERMS

*****IMPORTANT NOTICE*****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

This management agreement shall be binding upon the parties successors, estate, and assigns and will automatically renew for additional one (1) year periods unless canceled by either party informing the other, in writing, not less than thirty (30) days prior to the termination date. 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 the opinion of Broker's legal council, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. Broker may at its option continue to hold Owner liable for any commissions due, fees or any moneys owed to Broker at the time of cancellation.

Brokerage fees are to be considered as being due for a full twelve (12) months each renewal period.

The Broker accepts this exclusive employment and agrees to use due diligence in the exercise of the duties, authority and powers conferred upon him under the terms hereof.

Dated: _____

Owner _____

Owner _____

Owner Address _____

Social Security No. _____

Home Phone: _____

Work Phone: _____

Pager: _____

Fax: _____

E-Mail: _____

Cell: _____

Insurance Company: _____

By: _____
Authorized Representative

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 - I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AUTHORIZATION FOR AUTOMATIC RENT DEPOSITS

I, _____, hereby authorize and instruct The Property Management Specialists of Central Florida, Inc. (the "Company") to deposit rental proceeds and payments directly into my checking and/or savings account indicated below in the Deposit instructions and to make any such withdrawals directly from my account or accounts as are necessary to correct any incorrect deposit by the Company under this Authorization.

I further authorize and instruct the financial institution named below (the "institution") to accept such automatic deposits to my account or accounts by the Company and to cause my account or accounts to be automatically credited or debited (as the case may be) in the amount of such deposits by the Company without any responsibility for the correctness of any such deposit or withdrawal.

Institution: _____

Institution Address: _____
(City) (State) (Zip)

DEPOSIT INSTRUCTIONS

Please deposit the full amount of each of my rent payments to my checking account number: _____

Please deposit the full amount of each of my rent payments to my savings account number: _____

Routing number: _____

I understand that I can cancel this authorization at any time. To cancel, I must give written notice to both the Company and the Institution. My cancellation will become effective as to the Company when the Company receives my notice of cancellation and has had a reasonable period of time upon which to act on it. Any automatic deposits to or withdrawals from my account or accounts by the Company up until that time will be authorized by this authorization. My cancellation of this authorization will become effective as to the Institution when the Institution receives my notice of cancellation and has had a reasonable period of time upon which to act on it. Any automatic credits or debits made to my account or accounts by the Institution up until that time will be authorized by this authorization.

I further understand that all automatic deposits and credits to our withdrawals and debits from my account or accounts under this authorization will be subject to all rules, regulations, agreements and disclosure statements of the Company and the Institution governing accounts and preauthorized transfers to and from accounts.

I hereby state that I received a completed copy of this authorization on the date I signed this authorization.

Name: _____ Signature: _____

Date: _____