



**OPTION 1**  
**EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT**

1. **PARTIES:** This agreement between \_\_\_\_\_, the owner or legally appointed representative of the premises, hereafter called **OWNER** and **Home Locators**, hereafter called **AGENT**, whereby the **OWNER** appoints the **AGENT**, its agents, successors and assigns **EXCLUSIVE AGENT** to rent, lease, operate, control and manage the following property:

2. **PROPERTY ADDRESS** \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

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

3. **TERM:** It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The term shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and be in effect for one year and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. Should owner wish to terminate this agreement prior to the end of initial one year term, owner agrees to provide 30 day written notice along with a termination fee of \$195.00. Termination by **OWNER** is effective when notice and termination fee are actually physically received by **AGENT**. In the event this agreement is terminated by **OWNER**, the **AGENT** shall continue to receive the rental commission set forth below as long as the tenant(s) placed on the property by **AGENT** shall remain in the unit. In the event this agreement is terminated by **OWNER**, the **AGENT'S** rights provided for in paragraph 15 through 18 shall survive such termination. All monies expended by **AGENT** shall be paid to **AGENT** prior to this cancellation and **AGENT** is authorized to withhold any sums owed to **AGENT** from monies held prior to the final disbursement to **OWNER**. **AGENT** 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 **AGENT'S** legal counsel, **OWNER'S** actions or in-actions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. **AGENT** may at its option continue to hold **OWNER** liable for any commissions due, fees due or monies owed **AGENT** if the tenants(s) remain in the property after such termination by **AGENT**.

4. **RENTALS:** **AGENT** will use his/her best efforts to lease or rent with the following terms:

**ONE MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE CCUPANCY.**

Any deviation from these terms must be agreed upon by all parties in writing. **OWNER** agrees to hold **AGENT** harmless for any failure to secure tenant(s) for the **OWNER**, any cancellation by the resident(s) and/or failure to collect any rents or monies due from the Tenant for any reason.

Late charges or fees owed by any resident(s) shall be collected at the discretion of the **AGENT** and **AGENT** shall retain any such charges and late fees.

5. **INSURANCE/FEES/TAXES/CHARGES:** **OWNER** shall pay direct any condominium maintenance fee, taxes, insurance, mortgages, and other charges. **OWNER** agrees that they shall maintain public

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liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish AGENT with proof of insurance and a copy of the declaration page. OWNER agrees to name AGENT as an additional insured on all policies. OWNER agrees to and does hereby indemnify and hold harmless AGENT, it's employees, agents and assigns, from any and all claims, suits, damages, costs, losses and expenses arising from the management of the property and from any injury to person and/or property occurring on or about the premises. OWNER agrees to indemnify AGENT for any damages suffered as a result of any lapse in or failure by OWNER to maintain insurance coverage.

6. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenants(s) shall have use of the OWNER'S utilities and be responsible for all or part of the bill(s), OWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall OWNER cause the termination of these services and OWNER agrees to indemnify AGENT for any damages or litigation fees/cost incurred by AGENT if OWNER improperly terminates a utility service. AGENT will deduct bills to the extent of OWNER'S funds available and OWNER agrees that AGENT shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).
7. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the OWNER shall be responsible for providing AGENT with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and OWNER agrees to indemnify AGENT for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the OWNER, OWNER agrees that AGENT is in no way liable for the payment of any fees, fines, or assessments.
8. FURNISHINGS/WARRANTIES: The OWNER shall deliver a copy of the furnishings inventory if furnished. It is the OWNER'S responsibility to keep the inventory current. OWNER is also to deliver copies to AGENT of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, AGENT shall assume none exist. OWNER will provide two (2) full sets of keys plus (2) mail keys to the AGENT. In furnished units, OWNER will provide window treatments and their hardware or authorize AGENT to purchase and install same.
9. LEASING and MANAGEMENT: AGENT is given the Exclusive Right to screen prospective tenants(s), to deliver, on OWNER'S behalf, any default notices to tenant(s) as may be necessary. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the OWNER individually or, with the permission of OWNER, AGENT shall hire an attorney to perform the eviction. Costs and Attorneys Fees to evict tenant(s) or otherwise will be paid by OWNER in advance and OWNER agrees to hold AGENT 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 AGENT is entitled to a commission on any monies received and agrees to remit same to AGENT.
10. OWNER warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws or ordinances.

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11. **DAMAGES or MISSING ITEMS:** AGENT is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, included but not limited to, theft, vandalism or negligence of tenant(s) or their guests. In furnished units, an inventory will be checked by AGENT or AGENT'S agent at departure. In the event tenants(s) damage the premises or owes any monies to the OWNER, AGENT is given the exclusive authority to determine in its professional judgement the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of AGENT'S legal counsel. AGENT is given the power to make claims upon the security deposit on behalf of OWNER and AGENT shall not be held liable for any failure to make claim(s) on any damages, which were not readily apparent to AGENT.
12. **HURRICANES, TROPICAL STORMS, ACTS OF GOD:** AGENT shall not be responsible to take any precautionary measures to avoid any damages from any acts of god.
13. **AGENT'S AUTHORITY:** AGENT is granted by the OWNER the right to manage the property as the AGENT deems necessary, to collect all rental and other funds that may be due to OWNER, to cooperate with other AGENT'S or assign or sell the management account as AGENT may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things AGENT deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by OWNER in writing.
14. **REPAIRS:** AGENT is given the right to spend an amount not to exceed \$300.00 in any one month to purchase items, cleaning, 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 AGENT deems an emergency and or necessary in AGENT'S sole judgement for the safety of the tenant(s) or the welfare of the property, AGENT has authority to institute repairs, even if over the aforementioned limit. In order to maintain the Repair Account, OWNER will provide AGENT with \$300.00 and if this account falls below \$300.00, AGENT will replenish it from the rents received. In the event repairs are made, AGENT shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to OWNER. AGENT will arrange for all repairs, inspections, maintenance and cleanings, unless OWNER has notified AGENT in writing prior to 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 AGENT harmless for payment of same.
15. **FEE:** AGENT shall be entitled to a rental commission from all rent monies collected and shall retain charges deemed "additional rent" or fees in the lease agreement.

**LEASE COMMISSION:** The owner agrees to pay HOME LOCATORS a commission of one months' rent for procuring tenant.

**PURCHASE:** OWNER agrees to pay HOME LOCATORS a commission equal to 2.5% of sales price if renter purchases this unit.

**PROPERTY MANAGEMENT FEE:** The fee will be 10% of monthly rent, or a minimum of \$100.00 (whichever is greater) per month.

16. OWNER agrees to pay AGENT according to the above schedule if the property is vacant and during the tenant(s) continuing occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

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17. PROCEEDS: AGENT shall send OWNER the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the AGENT'S bank (usually 5 to 7 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks) should certified funds, cash or traveler's checks not have been received.) NOTE: Checks are mailed once a month by AGENT and funds shall be paid as soon as tenant(s) funds have cleared AGENT'S account(s) as allowed by law, usually on the 15<sup>th</sup> of each month. In the event a prospective Tenant places a good faith or holding deposit with AGENT and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to OWNER and 50% to AGENT. AGENT retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of AGENT'S legal counsel and OWNER agrees to hold AGENT harmless for same.

18. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by OWNER to AGENT, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

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

**\*\*\*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 prospective tenants(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.

19. Does this property include any type of home warranty? \_\_\_\_\_ YES \_\_\_\_\_ NO

Home Warranty Company/ Builder Warranty: \_\_\_\_\_ Phone: \_\_\_\_\_

20. Is there a Condo/ HOA association approval required for new residents? \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, Condo/HOA application must be submitted to our office.

Is Condo/ HOA application fee included? \_\_\_\_\_ YES \_\_\_\_\_ NO

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
OWNER Signature Signature

**BROKER OR AGENT OF BROKER**

Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone Numbers. Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Owner's Social Security Number: \_\_\_\_\_

Owner  is  is not a licensed real estate agent/AGENT.



**SPECIFICATION FORM**  
(Please fill in ALL that apply)

**Owner:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **ST:** \_\_\_\_\_ **County:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Community/Subdivision:** \_\_\_\_\_ **Bldg. Type (Condo, SFH, TH):** \_\_\_\_\_ **Area:** \_\_\_\_\_

**Community HOA Application**      **Contact Person & Ph. #** \_\_\_\_\_

**Gate Code:** \_\_\_\_\_ **Lock box Code:** \_\_\_\_\_ **Lockbox #:** \_\_\_\_\_

**Year Built:** \_\_\_\_\_ **Total Sq. Ft:** \_\_\_\_\_ **# of Floors:** \_\_\_\_\_ **Floor Unit is on:** \_\_\_\_\_

**Bedrooms:** 10 20 30 40 50    **Bathrooms:** 10 20 30    **Half:** 10 20    **Dining Room:** \_\_\_\_\_ **Den:** \_\_\_\_\_

**Eat-in Kitchen** \_\_\_\_\_ **Family Room:** \_\_\_\_\_ **Great Room:** \_\_\_\_\_ **Living Room:** \_\_\_\_\_ **Rec. Room:** \_\_\_\_\_

**Furnished**  **Non-Smoking**     **Included in the rent:**  **Alarm – Code** \_\_\_\_\_ **Alarm Monitoring** \_\_\_\_\_

**Electric**     **Lawn Care**       **Pest Control – Interior**  **Exterior**     **Pool Care**     **Water/Sewer**

**Appliances:**  **Refrigerator**  **Stove**  **Dishwasher**  **Disposal**  **Microwave**  **Washer/Dryer -**  **H/U**    **Interior:**

**Fireplace**  **Garden Tub**  **Bathroom Tiled**  **Kitchen Tiled**  **Ceramic Tile**       **Hardwood Floors**

**Carpet**  **Blinds**  **Vaulted/Cathedral Ceiling**  **Other** \_\_\_\_\_

**Utilities:**     **Electric**       **Gas Heat**       **Central Air**       **Window – Air Conditioner**

**Date Available:** \_\_\_\_\_ **Date to Show:** \_\_\_\_\_     **Home Owner's Warranty**

**Monthly Rent:** \_\_\_\_\_ **Security Deposit:** \_\_\_\_\_     **Managed**     **Non-Managed**

**Vacant**  **Occupied – How to Show:** \_\_\_\_\_

- Amenities**
- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> Air Conditioning      | <input type="checkbox"/> Assigned Parking  | <input type="checkbox"/> Balcony        | <input type="checkbox"/> Boat Dock                              |
| <input type="checkbox"/> Cable Ready           | <input type="checkbox"/> Conservation View | <input type="checkbox"/> Deck           | <input type="checkbox"/> Exterior Storage                       |
| <input type="checkbox"/> Fenced Yard           | <input type="checkbox"/> Fireplace         | <input type="checkbox"/> Fitness Center | <input type="checkbox"/> Garage Attached 1-2-3                  |
| <input type="checkbox"/> Garage Detached 1-2-3 | <input type="checkbox"/> Golf Course       | <input type="checkbox"/> Public Laundry | <input type="checkbox"/> Patio <input type="checkbox"/> Covered |
| <input type="checkbox"/> Pets                  | <input type="checkbox"/> Playgrounds       | <input type="checkbox"/> Pool           | <input type="checkbox"/> Private Pool                           |
| <input type="checkbox"/> Screened Lanai        | <input type="checkbox"/> Tennis Courts     | <input type="checkbox"/> Waterfront     | <input type="checkbox"/> Water view                             |

**Pet Information**

**Pets Allowed?** \_\_\_\_\_ **Breed Restrictions** \_\_\_\_\_ **Weight Limit** \_\_\_\_\_

**Pet Deposit** \_\_\_\_\_ **Pet Fee** \_\_\_\_\_ **Maximum allowed** \_\_\_\_\_

**Property Description**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Signature of Person completing form

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Please Print Name

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Date

# Request for Taxpayer Identification Number and Certification

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

Please print or type  
See Specific Instructions on page 3

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____ <input type="checkbox"/> LLC filing as Sole Proprietor <input type="checkbox"/> LLC filing as Corporation <input type="checkbox"/> LLC filing as Partnership	<input type="checkbox"/> Exempt from backup withholding
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 Line 1 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								
or								
Employer identification number								

**Note:** If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

**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 3.)

Sign Here	Signature of U.S. person ►	Date ►
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### 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.

**U.S. person.** 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:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**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.

**For federal tax purposes you are considered a person if you are:**

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. **If you are a foreign person, do not use Form W-9. Instead use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).**

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States.

**PLEASE COMPLETE ALL SECTIONS OF CONTRACT AND FAX BACK TO:**

**FAX: 813-962-4054**

**To: HOME LOCATORS**

**From:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Notes:

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