



4146 Conway Place Cir Orlando FL 32812 | p.407.230.0900 | f.407.358.5036
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Property Management Agreement

THIS PROPERTY MANAGEMENT AGREEMENT (the "AGREEMENT") is made as of _____, by and between _____ (hereinafter called "Owner"), and Premier Estate Agency, LLC (hereinafter called "Manager"). The terms of this agreement are as follows:

- 1. Employment:** Owner hereby employs Manager exclusively to rent and manage the properties upon the terms and conditions provided herein.
- 2. Relationship:** The relationship of the parties to this agreement shall be those of principle and agent, and all duties performed by Manager under this agreement shall be on behalf of Owner, in Owner's name and for the Owner's account. In taking any action under this Agreement, Manager shall be acting only as an agent for the Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship between the parties or as requiring Manager to bear any losses arising out of or connected with the ownership or operation of the property. Manager shall not at any time be considered an employee of Owner. Neither party shall have a power to bind or obligate the other except as expressly set forth in this Agreement, except that Manager is authorized to act with such additional power as may be necessary to carry out the spirit and intent of this Agreement.
- 3. Description of the Property:** The property or properties to be managed by Manager under this Agreement is (are) described as follows:

- 4. Term of Agreement:** The term of this Agreement shall commence on _____, and end on _____. Upon expiration of the above initial term, the Agreement shall automatically be renewed and extended for a like period of time unless terminated in writing by either party 15 days prior to the date for such renewal. This Agreement may also be terminated by mutual agreement of the parties at any time upon payment to

Manager of all fees, commissions and expenses due Manager under the terms of this Agreement.

- 5. Compensation and Expenses:** Owner shall pay to Manager a monthly fee of \$75.00 dollars, plus any penalty fee indicated in the rental agreement in the event the tenant defaults on the terms of the lease agreement. Owner shall pay to Manager a fee equal to 50% of the first month of rent for any unit the Manager advertises and leases for Owner.
- 6. Management Services to be Provided:** Manager shall provide the following property management services:
 - a) Provide billing of the tenants in the Owner's name for monthly rent, receive rent due, provide receipts therefore to the tenants and notify Owner of any delinquencies with respect to payments of rent.
 - b) Maintain full, detailed and accurate records and accounts of all receipts and expenditures with respect to the property. Records and receipts will be available for Owner or his representative to review at any time.
 - c) Send to owner on or before the 15th of each month, a detailed, itemized statement of all property rent and expenses incurred during the month.
 - d) Advertising of available units.
 - e) Promptly report to Owner any and all adverse conditions relating to the property and/or tenants which shall require the attention of Owner.
 - f) Serve the proper preliminary notices in the event an eviction is required. Should the tenants contest the eviction and an attorney is required, Owner shall pay all attorney and court costs.
 - g) Institute and prosecute actions in the courts, if necessary, to evict tenants and to recover possession of the premises or to recover other sums and damages as may be due to Owner.
 - h) To render repairs as may be required for the preservation and safety of the premises.
 - i) To enter into contracts on Owner's behalf for utilities and contracted work in the premises.
 - j) To manage tenant relations, including renewals of leases and handling of tenant requests.
 - k) To pay monthly associations and yearly property taxes.
- 7. Termination:** This Agreement may be terminated by either party at the end of the initial term or any following term year upon the giving of 30 days written notice prior to the end of said initial term or following term year.
- 8. Limitation on Expenses:** Owner hereby gives Manager the following authority and powers and agrees to assume the expenses in connection herewith: To hire, discharge and pay all contractors, janitors, and other employees; to make or cause all necessary repairs and replacements to preserve the property in its current condition and for the operating efficiency and to comply with all lease

requirements. To give notice to Owner, and to get written approval for any repairs or replacements exceeding \$250.00 dollars.

9. **Indemnity:** Owner hereby agrees to hold Manager harmless from any and all claims, charges (including attorney fee's), debts, demand and lawsuit, claim of personal injury and property damage incurred and occurring in, on or about the property, except for acts or failures to act, which are intentional, grossly negligent, or as a result of reckless disregard.
10. **Applicable Law:** This Agreement shall be governed by and construed in accordance with the provisions of the law in the State of Florida. Venue shall be in Orange County, Florida.
11. **Notice:** All notices and other communications required or permitted to be given under the Agreement shall be in writing and will be delivered personally, or mailed by registered mail, or facsimile communication, or electronic mail.

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12. **Counterparts:** This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one Agreement.
13. **Severability:** In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect that disability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if that provision had never been contained in this Agreement.
14. **Facsimile Signatures:** The parties agree that that this Agreement may be executed by facsimile and such facsimiles shall be binding as if originals.
15. **Entire Agreement:** This Agreement shall be binding upon the parties, and each of their respective heirs, executors, administrators, successors and assigns. No amendment is valid unless it is in writing and signed by the parties.

IN WITNESS WHEREOF, the Owner and the Manager have executed this Agreement as of

_____.

Owner:

Signed:_____

Name:

Title:

Date:

Manager:

Premier Estate Agency, LLC

Signed:_____

Name: Jose L. Quintana

Title: Licensed Real Estate Broker

Date: _____