



Imperial Property Management & Real Estate Services, LLC

209 SOUTH 2ND STREET, STE. #2, FLAGLER BEACH, FL 32136 PHONE (386) 338-0394

Property Management Service Agreement

THIS AGREEMENT made and entered into this ____ day of _____ (also known as the anniversary date) 20__08, by and between _____ Hereafter referred to as “OWNER” and “**IMPERIAL PROPERTY MANAGEMENT & REAL ESTATE SERVICES, LLC.**” And or assigns, hereafter referred to as “MANAGER”, WITNESSTH: For and in consideration of the mutual covenant contained herein, the parties hereto agree as follows:

EXCLUSIVE RIGHT TO LEASE AND MANAGE: The OWNER hereby employs the MANAGER exclusively, giving the MANAGER the exclusive right to lease and manage under the terms and conditions as hereafter set forth for the OWNER’S property described as: _____

It is understood and agreed that the MANAGER is sole procuring cause of any lease, written or oral that may be negotiated during this agreement, even if said lease may have been negotiated either directly or indirectly by the OWNERS themselves.

TERM: This agreement is entered into by the parties hereto for not less than (12) months and automatically renews for (up to ten) Twelve (12) month periods on each yearly anniversary date. Either party may cancel this agreement on its’ anniversary date by giving the other written notice to terminate this agreement at least 60 days prior to each said anniversary date. However, if upon receipt of cancellation notice from owner the property is occupied with tenants then the term of this agreement shall extend to run concurrent with the term of the tenants possession in the property and shall not expire until property is next vacant. Owner may opt to cancel this agreement at any time by giving 60 day written notice and paying a cancellation fee equal to one months rent, and all Manager’s unreimbursed cost and expenses including third party vendors and attorney’s fees, if any. Manager may also opt to cancel this agreement by giving 60 day written notice. Any transfer of title to the property not preauthorized in writing by MANAGER will also entitle MANAGER to this cancellation fee.

MANAGEMENT COMPENSATION: In consideration of the services to be rendered by the MANAGER, OWNER agrees to pay the MANAGER any and all of the following forms of compensation as may be applicable:

1. **FOR MANAGEMENT:** 10% of gross rentals due during occupancy each month. The full monthly fee shall be assessed during any month that a tenant remains in full or partial occupancy. The minimum monthly management fee will be eighty dollars (\$80), irrespective of rents collected.
2. **FOR LEASING:** 8% of the annual rents for each lease written to a new tenant. Manager shall lease the premises each time a vacancy occurs, unless otherwise directed by OWNER in writing. Additionally, OWNER will pay and authorizes MANAGER to offer up to _____ % of the first months’ rent as a leasing incentive to Tenants and/or Agents.



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3. **LEASE RENEWALS:** 3% of annual rents for each written annual lease renewal. Any extension of the tenant occupancy shall be deemed a renewal of the previous rental term for the purpose of renewal compensation. Manager may at MANAGER'S discretion renew or terminate existing tenants, unless otherwise directed by OWNER in writing.
4. **ANNUAL PROPERTY REVIEW:** OWNER shall pay for a bi-annual property condition review report which includes photographs of the property, a written review of the property and recommendations to preserve value. Current cost is \$150.00 as published and amended in the Property Owner Handbook.
5. **SALE TO TENANT:** If a sale or exchange of the managed property is effected to a tenant who occupies the property during the term of this agreement, or anyone acting on the tenant's behalf, Manager shall be considered the procuring cause of such sale and MANAGER shall be paid a commission of at least (3%) of the gross sales price or valuation upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement.
6. **SALE OF PROPERTY:** Manager is available to list property for sale as agent for the OWNER; however OWNER may list the property for sale "by owner" or with any other broker. OWNER agrees to refrain from listing, advertising, or marketing the property for sale during the term of this management agreement without notifying MANAGER in writing at least 30 days in advance of doing so, or OWNER will pay a cancellation fee equal to one months' rent and all Manager's unreimbursed cost and expenses including third party vendors. If OWNER list property for sale "by owner" or with another broker, MANAGER may at any time elect to immediately cancel the management agreement.

MANAGEMENT AUTHORITY: The OWNER expressly grants to the MANAGER herein the following authority:

1. Full management and control of said property with authority to collect all rent and other monies and securities from tenant in property and issue receipts thereof. The OWNER shall be responsible for and shall reimburse, or pay in advance as requested by MANAGER, all third party (vendor or repairman) expenses incurred or to be incurred by MANAGER pursuant to this Agreement.
2. To prepare and negotiate new leases and renewals and terminations of existing lease as deemed appropriate by MANAGER, MANAGER is authorized, for and in behalf of OWNER, to execute leases and lease renewals.
3. To provide for any and all negotiating and contractual arrangements (in the name of the OWNER) by the MANAGER'S maintenance division or independent contractors for all and all repair services deemed necessary by the OWNER or the MANAGER, and to pay the MANAGER'S maintenance division or independent contractors for these services, repairs and improvements from the OWNER'S funds. Each independent contractor item that exceeds \$300.00 (except emergency repairs), OWNER'S approval shall be obtained first. OWNER shall provide or bear cost of providing keys to the premises.



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4. To provide standard advertising for the premises when vacant at the expense of the MANAGER, to list the property for rent in the Multiple Listing Service, and to compensate cooperating brokers from fees earned by MANAGER.
5. To serve legal notices upon tenant and to prosecute in the name of the OWNER, or in the name of the MANAGER, and at the OWNERS expense legal action to evict tenant(s), recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney of MANAGER and OWNER hereby specifically agrees that MANAGER may use said attorney as MANAGER'S attorney in any dispute between OWNER and MANAGER. OWNER acknowledges and agrees that any communication between OWNER and attorney shall not be deemed to be an attorney/client communication in any action between the OWNER and MANAGER. OWNER further authorizes the MANAGER to compromise and settle claims on the OWNER'S behalf as may be necessary in the MANAGER'S judgment.
6. The OWNER agrees that MANAGER, without accounting to OWNER, may collect as additional management fees, late fees, accrued interest, lease discounts (for early payment of rents), nonnegotiable check fees, application fees, vendor discounts (for early payment to repair/maintenance vendors) and administrative fees paid by tenant to MANAGER and that these fees are the property of the MANAGER to offset the Agent's expenses in enforcing the respective lease provisions. First funds collected from tenant each month shall be applied toward late fees, legal fees, court cost, NSF fees, and lease discount (if applicable) and lastly to rent. If the tenants do not pay these fees, MANAGER may deduct these fees from the Tenant's security deposit and/or last months rent.
7. Interest received on the MANAGER'S Trust Account, (if any) shall belong to the MANAGER to assist in offsetting the expenses of maintaining the trust account. OWNER agrees that MANAGER may require releases from all parties in the event of a controversy before dispersing trust funds.
8. To pay homeowner's association or condo association dues and deduct these dues from OWNERS monthly income statement.

MANAGEMENT RESPONSIBILITIES: The MANAGER agrees to accept the following responsibilities:

9. To use diligence in the management of the premises for the period and upon the terms herein provided, and agrees to furnish the services of IMPERIAL PROPERTY MANAGEMENT SERVICES, LLC., for the renting, leasing, operating, and managing of the herein described premises. However, MANAGER does not guarantee the payment of rents by the tenant, but will make every reasonable effort to collect same when due as they become due. OWNER hereby authorizes MANAGER to employ collection agencies to assist in the collection of any outstanding tenant debt due.



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10. To render monthly statements of receipt, expenses and charges and to remit to OWNER receipts less disbursement. In the event the disbursement shall be in excess of the rents that are collected by the MANAGER, the OWNER hereby agrees to pay such excess promptly upon demand of the MANAGER. If in the MANAGER'S sole discretionary judgment, it may be necessary or proper to reserve or withhold OWNER'S funds to meet obligations which are or may become due (including without limitation, the MANAGERS compensation) thereafter and for which current income will not or may not be adequate, MANAGER may do so. In the event of a breach of this agreement on the part of the OWNER, the MANAGER may accelerate all fees due through the balance of this agreement. OWNER hereby assigns to MANAGER all rents on the subject property as security for the obligations described herein. Said Agreement shall become absolute upon default by OWNER. If mortgage company files a foreclosure action due to non payment of mortgage, then MANAGER shall (1) be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected; and (2) freeze all OWNERS funds on account for the express purpose of negotiating and settling any claim the rental tenants may have (if any) during their statute of limitations as a result of the property going into foreclosure.
11. The OWNER hereby represents and warrants to MANAGER that they are the sole OWNERS of fee simple title to the property or is fully authorized to enter into this agreement as a binding enforceable agreement of the OWNER(s) property. OWNER has full right, power and authority to engage and appoint the MANAGER for the purposes and consideration herein set forth and to enter into this agreement. OWNER represents that the property is not currently subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit MANAGER from discharging its duties described herein. OWNER has no knowledge of any environmental hazards related to property and agrees that if any environmental hazards arise that the OWNER takes full responsibility of any cost in removing such hazards.
12. MANAGER assumes no responsibility for other services than agreed to unless specified in the terms of this Agreement, or in writing at a later date. MANAGER may assess an hourly fee for special services not specified in this agreement.
13. To deposit all receipts collected for OWNER (less any sums properly deducted or otherwise provided herein) in a Trust Account separate from MANAGER'S personal account. However, MANAGER will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks or money orders. OWNER understands and agrees that rental disbursement may or may not be made part of tenant's check and have cleared MANAGERS bank.
14. Provide for authorized individuals to inspect the property as deemed necessary by MANAGER and to provide security deposit evaluations at the expiration of a tenancy.



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AGENCY AUTHORIZATION: OWNER hereby constitutes and appoints James J. Smarge Broker (Imperial Property Management & Real Estate Services, LLC.) and/or any authorized employee of MANAGER full power and authority to do and perform all and every act and things necessary for the specific purpose of eviction and/or collection of unpaid rents in regard to the subject property as fully as OWNER might or could do if personally represented with full power of substitution and revocation, hereby ratifying and confirming all that said Shawn O'Neill substitute shall do or cause to be done by virtue hereof. OWNER hereby grants MANAGER the right to enter the property at any time MANAGER deems necessary.

SAVE HARMLESS AND INDEMNITY-HOMEOWNERS POLICY: The OWNER further agrees to save the MANAGER, it's agents, independent contractors and employees, harmless from all damages suits or claims in connection with the management of said property, except in the case of gross negligence or illegal act by the MANAGER, and from all liability for injuries to person or property suffers or sustained by any person whomsoever, and to carry, at his (owners) own expense, public liability insurance (homeowner insurance) in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect the MANAGER in the same manner and to the same extent as the OWNER. OWNER shall have liability insurance of not less than \$100,000/\$300,000 per occurrence and MANAGER shall be designated on said policy as an additional insured if possible. OWNER agrees to indemnify MANAGER for any damages suffered as a result of any lapse in or failure by OWNER to maintain insurance coverage.

ATTORNEY FEES: The OWNER and the MANAGER do hereby agree that in the event legal procedures are necessary to endure the provision of this agreement that the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees. In the event MANAGER successfully defends any action (including, but not limited to the Courts, the Board of Realtors, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought by other, including OWNER, MANAGER shall be reimbursed their attorney's fees and court cost and for their time spent in defending such an action by OWNER.

WAIVER OF JURY TRIAL: The parties hereby waive their right to a jury trial on any issue arising from the subject matter of the Agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by Judge sitting without jury.

JURISDICTION/VENUE: This agreement shall be deemed to be made in Flagler County, Florida and any disputes hereunder shall be jurisdictioned in the Circuit court of Flagler County court in Bunnell, Florida.



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ACKNOWLEDGEMENT, RECEIPT OF DOCUMENTS AND PROPERTY OWNERS HANDBOOK

This agreement shall become binding upon heirs, successors and assigns of the parties hereto, OWNER hereby acknowledges that they have read and signed this agreement. Because it is not practical to place all manager's policies and methods of leasing and management within the body of this agreement, Manager has created a "Property Owners Handbook" outlining manager's methodology, pricing, policies and practices. Owner hereby acknowledges that they have received, read, understand and agree to manager's methods, pricing and policies as outlined and updated in the property owner's handbook. Manager reserves the right to change, modify, expand or delete any or the property owner's entire handbook, at any time and without notice. Owner(s), by their signature(s) below, acknowledge that they have received a complete copy of the Management Agreement. IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals on the date first above written.

NOTICES: For purpose of this Agreement. All notices required herein shall be deemed to have been served upon the other party when mailed to the following addresses or to such other addresses as shall be changed in writing, properly notifying, the other party:

Owner's Mailing Address: _____
 PHONE #1: _____ Email Address: _____
 PHONE #2: _____ Fax: _____
 Owner's Social Security Number: _____

MANAGER: IMPERIAL PROPERTY MANAGEMENT & REAL ESTATE SERVICES, LLC.
 209 So. 2nd STREET STE: 2
 FLAGLER BEACH, FLORIDA 32136
 PHONE: 386-338-0394 PHONE: 386-569-6432 Fax: 386-206-8502

RENT: Manager will use best efforts to lease or rent the property at the rental rate of \$ _____ per month. Manager is given the right to rent for as low as \$ _____ per month. Manager will present all offers for Owners consideration.

We appreciate the opportunity to serve you, and look forward to helping you enjoy being a Landlord!
 Can you please tell us how you found us? _____ Internet Search on _____, _____ Yellow pages,
 _____ Referral, _____ Other _____
 Please describe!

OWNER(S):
 X _____
 OWNER
 X _____
 PRINT NAME
 X _____
 OWNER
 X _____
 PRINT NAME

MANAGER:
 X _____
 (IMPERIAL PROPERTY MANAGEMENT & REAL
 ESTATE SERVICES, LLC)



BROKER with a Certificate of insurance as evidence that the fore said property is insured under an appropriate fire/landlord's policy. The following information is provided for the subject property:

- Insurance Company _____
- Policy Number _____
- Agent's Name _____
- Agent's Address _____

- Agent's Phone Number _____

