



**Thank you for selecting EZ Choice Realty  
for your property management needs**

**Please take a moment to review and sign  
the following Property Management Agreement**

**Once completed please retain a copy for your records  
and submit a signed copy to:**

**[Files@EZChoiceRealty.com](mailto:Files@EZChoiceRealty.com)**

**or**

**Fax: (813) 464-7811**



## Exclusive Property Management Agreement

This is an Exclusive Property Management Agreement (Agreement), between EZ Choice Realty / EZ Choice INC and/or its representatives (Company) and PRINT YOUR NAME HERE (Owner) for the real property and personal property located at:

PROPERTY ADDRESS

### *Effective Date*

The effective date of this Agreement will be the first business day following the day and time this Agreement is signed and delivered to Company by Owner and payment for services is received by Company.

### *Agreement Term*

This Agreement has a primary term of 12(twelve) months and shall automatically renew and extend for a like period of time unless either the Owner or Company shall at least 30 (thirty) days prior to the expiration date of this Agreement, provide written notice of their desire to terminate said Agreement.

### *Hold Harmless*

Owner hereby agrees to indemnify and hold harmless Company from any claims, debts, demands, suits, costs, or charges, including necessary attorney's fees, in connection with or arising from the management of the property described above and from any liability for injury suffered on or about the premises by any employee or person whomsoever.

### *Property Insurance*

Owner will, at Owner's expense, acquire and maintain property insurance and will furnish a copy of the policy to Company upon request. Failure to furnish policy within 10 days from the request will result in the immediate termination of this Agreement.

### *Discrimination*

Owner acknowledges that is unlawful to restrict the sale, rental or continued rental of a property according to race, color, religion, sex, handicap, familial status, or nation origin. Any attempt to do so will be cause for the immediate termination of this Agreement.

### *Entire Agreement*

This Agreement constitutes the entire agreement between all parties and no other oral agreements have been made. Any and all changes to this Agreement shall be in writing, as verbal or otherwise understood agreements will not be binding to either party.

### *Dispute Resolution*

In the event of a dispute over payment for services rendered, breach of contract or any other matter, both parties agree to mediation under the rules of the American Arbitration Association or other mediator agreed upon by both parties. The parties agree to equally divide the fee for mediation, if any, and agree that the prevailing party in such action shall be entitled to recover all reasonable attorney fees, legal fees and costs.

### *Owner's Selection of Services*

Owner hereby selects Company to perform the following service(s), under the terms and conditions set forth on page 3(three) and/or 4(four)of this Agreement:

***Check One or More***

Tenant Acquisition

Property Management

### *Appointment*

Owner hereby makes, constitutes and appoints Company its true and lawful agent and "Attorney in Fact," with power of appointment and with authority to perform any and all lawful actions necessary for the accomplishment of securing a tenant and/or managing the property.

### *Execution*

By executing this agreement Owner agrees to all terms, conditions and policies set forth under this agreement, to compensate Company accordingly and to fully corporate with Company for the duration of this agreement.

\_\_\_\_\_  
Owner Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address



## Tenant Acquisition - Terms & Conditions

In the event Owner elects to participate in Company's "Tenant Acquisition" program, Owner agrees to pay Company a one time fee of \$499 to secure an executed lease agreement by an approved tenant. Owner will submit this payment electronically through the payment option found online at [www.ezchoicerealty.com](http://www.ezchoicerealty.com) within 48(forty eight) hours of the execution this agreement.

Owner authorizes Company to enter into lease agreements, on Owner's behalf, for lease terms of 12(twelve) months at a monthly rental amount agreeable to Owner. Varying lease terms of less than or more than 12 (twelve) months must be approved by Owner prior to the execution of any lease agreement.

Owner agrees to allow Company to display appropriate "For Rent" signs at, on or near the property unless otherwise restricted by local laws or community rules, to utilize a lockbox system for showings, to advertise the property online, in the local MLS, to perform background checks on prospective tenants, to execute leases on behalf of Owner, to compensate cooperating brokers, to withhold offers to lease the property once Owner enters into a binding lease agreement, to perform all property inspections, and to complete, sign and present all lead-based paint/hazards disclosures and certifications on Owner's behalf on all properties built prior to 1978.

Owner agrees to provide Company all necessary access, door keys, garage door openers, gate codes, electronic devises, alarm codes, etc. necessary to access the property.

Owner agrees to disclose all known facts that materially affect the value or inhabitability of the property.

Owner authorizes Company to collect and hold all "good faith" and security deposit(s). All deposits are to be held by Company in a separate account and will not be commingled with Company's other funds.

Owner  DOES /  DOES NOT agree to allow tenants to keep non-aggressive pets on the premises. In the event a pet is allowed, a non-refundable pet fee of \$250 per pet, will be collected and held with tenant's security deposit. These funds will be used by Company to cover the cost of specialized cleaning and flea/tick treatment following tenant's occupancy. Any funds remaining after cleaning and treatment will be released to Owner.

Owner  DOES /  DOES NOT agree to allow Company to rent to tenants that smoke or utilize tobacco products.

Owner acknowledges that Company makes no representations as to the truth or falsity of the information provided by prospective tenants during the application process or as to the financial integrity of a prospective tenant. Owner agrees to hold Company harmless for failure of tenant to pay rent and/or damage to the property by tenant.

Owner acknowledges that they are responsible for determining whether or not renting of the property is prohibited by community rules or local regulations, in addition to any ordinance that may prohibit property owners from renting to sexual offenders or predators and notifying Company of any such limitations. Owner also agrees to provide Company with any required association application documents and association contact information.

In the event a tenant executes a lease agreement and places a good faith deposit or security deposit, with company but fails to take possession of the property, Owner will be entitled to 100% (one hundred percent) of the forfeited deposit. Owner acknowledges that a new tenant must be secured at this time, that the "Tenant Acquisition" process must be initiated again and that an additional one time fee of \$499 will be due in order to secure an executed lease agreement by an approved tenant.

Owner has reviewed and understands the above mentioned terms & conditions pertaining to "Tenant Acquisition."

OWNER'S INITIALS



## Property Management - Terms & Conditions

In the event Owner elects to participate in Company's "Property Management" program, Owner agrees to pay Company a management fee of \$69 per month for the entire term of this Agreement. Owner will subscribe to this fee electronically through the payment option found online at [www.ezchoicerealty.com](http://www.ezchoicerealty.com) within 48 (forty eight) hours of the execution this agreement.

Owner agrees to assume all expenses incurred by Company in connection with the management of said property and hereby agrees to pay or reimburse Company, within 10(ten) days, for any expenses paid on Owners behalf, not covered by rent collected or deducted from rent upon collection.

Owner hereby authorizes Company to sign, renew, extend and/or cancel leases for the property described above and to complete, sign and present all lead-based paint/hazards disclosures and certifications on Owner's behalf on all properties built prior to 1978.

Owner agrees to reimburse Company for any bank fees or bounced check fees incurred by Company as a result of receiving a non-valid check from a tenant and that tenant will be fined, if applicable, per their lease agreement.

Owner authorizes Company to serve appropriate notices initiating the eviction of tenant for failure to pay rent and/or violation of lease agreement. In the event an eviction is required and Company is to oversee said eviction, additional property management fees may apply.

Owner authorizes Company to enter into contracts for utilities, maintenance, and repairs on Owners behalf.

Owner will be entitled to receive 100% (One Hundred Percent) of any late fees collected as a result of the tenant paying the monthly rent after the date specified in their lease agreement, if provided for in said lease.

Owner agrees Company shall not be held liable for any willful neglect, abuse or damage to property by tenants, vandals, contractors, employees, workers, or others. Owner agrees Company shall not be held liable for property theft on the premises by tenants, vandals, contractors, employees, workers, or others.

Owner agrees that all rental payments from tenants are to be written to Company and sent to Company's mailing address. Company shall disburse funds received to owner, minus any fees, costs and expenses due, as provided for in this agreement, to Owner by regular US mail within 10 (ten) days of the receipt of said funds.

Owner grants Company authorization to make, supervise, delegate and/or hire laborers for all maintenance, repairs, alterations, cleaning, painting or redecoration of the premises deemed necessary by Company, to protect the property from damage and/or to maintain service to tenants as called for by their lease agreement; to rent or purchase supplies and equipment necessary for such maintenance, repairs and alterations. Owner agrees to pay all expenses incurred or to reimburse Company for any such expenses. All items who's cost or expected cost will exceeded \$300 (Three Hundred) will require Owner's advance approval. Owner acknowledges that Florida law requires all repairs over \$1000 to be performed by a licensed professional in that trade. Owner acknowledges that some property maintenance, repairs, cleaning, etc. may be done by direct employees of Company and will be billed to Owner at a rate of \$35 per hour plus materials and supplies.

Owner has reviewed and understands the above mentioned terms & conditions pertaining to "Property Management."

OWNER'S INITIALS