



QUEST  
REAL ESTATE, LLC

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Licensed Real Estate Broker ♦ Tenant Placement ♦ Property Management

## COMMERICAL MANAGEMENT AGREEMENT

**THIS AGREEMENT** made and entered into on \_\_\_\_\_ and between \_\_\_\_\_ with legal authority to execute this Agreement, hereinafter referred to as "OWNER", and ACCENT OF FLORIDA, INC., a Florida Corporation, hereinafter referred to as "AGENT". If Owner is not an individual, Owner is a/an:  estate  corporation  limited liability company (LLC)  trust  partnership  limited liability partnership (LLP) , which entity was chartered or created in \_\_\_\_\_(State). The individual signing this agreement for the OWNER represents to AGENT that he or she has the authority to bind OWNER to this agreement, to act for OWNER, and is acting under his or her capacity as \_\_\_\_\_(title) for the OWNER. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Duval County.

**WITNESSETH:** For and in consideration of the mutual covenants herein, the parties hereto agree as follows:

**1. EXCLUSIVE AGENCY:** OWNER hereby employs AGENT exclusively and solely to rent and manage the property described as:

\_\_\_\_\_  
\_\_\_\_\_

Property Address

Upon the terms and conditions hereinafter set forth: The parties do not intend this Agreement to create a partnership or joint venture, but to merely set forth the terms upon which AGENT shall manage the property for and on behalf of the OWNER(S).

The parties hereto recognize they are bound by the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1968 and the United States Constitution and that the subject property will be managed without regard to race, color, creed, religion, sex, national origin, marital status, age, or handicap.

**2. TERM:** The term shall be for a period of 12 months, beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Agreement will automatically renew for successive 12 month periods at the initial expiration date, so long as there has not been at least a sixty (60) day written notice given by either party to terminate after the initial term.

**3. MANAGEMENT AUTHORITY AND RESPONSIBILITIES:** The OWNER expressly grants to the AGENT herein the following authority and powers:

- a. **AUTHORITIES:** Full management and control of said property, except authority and responsibilities retained by OWNER, with authority to collect all rents and other monies, securities and property from tenants, and issue receipts thereof.
- b. **TENANT PLACEMENT:** To approve or deny new tenants based on job security, credit worthiness, sufficient or lack of rental history, or adverse background check.
- c. **DOCUMENT PREPARATION:** To prepare, negotiate, and execute new leases and renewals of existing leases in accordance with the rent schedule.
- d. **REPAIRS:** To have emergency and minor repairs made, to purchase necessary supplies, to pay all bills associated with the repairs in a timely manner and to charge the same to OWNER. OWNER agrees that AGENT shall have the authority to coordinate necessary repairs to preserve the property in its present condition. Repairs that exceed \$\_\_\_\_\_ shall be approved by OWNER or individuals authorized to approve emergency repairs. Should AGENT be unable to contact OWNER or authorized person(s), repairs deemed to be of an emergency or need immediate attention, will be approved by AGENT if it is necessary to preserve the property, and to prevent a hazardous situation for tenant and/or property, or protect the property from damage or to maintain services to a tenant as provided by a lease and Florida Statutes governed by the Florida Landlord/Tenant Act. Cost of repairs shall be deducted from OWNER rental proceeds. AGENT agrees to use only reliable workers or contractors but assumes no recourse for the repairs.
- e. **LEASING:** To advertise the availability for rent of the property, utilizing ads on nationally-recognized rental websites and the Multiple Listing Service, and to display a "For Rent" sign as soon as notice to vacate has been received from current tenant and documented.
- f. **LEGAL PROCEEDINGS:** To serve vacate notices upon tenants and to prosecute in the name of the OWNER, and at the OWNERS' expense, legal actions to evict tenant and recover rents, employing a reputable attorney, to take possession of the premises and to recover rents and other sums due.
- g. **FACILITATION OF REPAIRS:** To hire and discharge on behalf of OWNER, and to pay from OWNER'S funds, all persons necessary for the maintenance and operation of the property.
- h. **MAINTENANCE:** To hire necessary contractors to maintain the grounds and common areas not and to pay for such services from OWNER'S funds. To see that the tenant performs necessary maintenance on interior premises to keep it clean, neat, and in orderly condition and to inform OWNER of any condition or destruction and in compliance governed by Statutes, governing laws, or association requirements if deemed necessary.
- i. **OWNER DRAW:** AGENT shall render monthly statements of income, expenses, and charges and to remit funds to the OWNER less necessary withholding. Payments are to be made to the OWNER by the **15th** day of the month providing the tenants' checks have had 10 days to clear. If funds have been dispersed to OWNER and a tenant's check is returned for NSF or any other reason, AGENT reserves the right to request that OWNER promptly return funds previously released to ACCENT OF FLORIDA, INC. AGENT shall not be held liable for bad checks or monies not collected. If it is in the AGENT'S judgment or proper to reserve or withhold OWNER'S funds to meet obligations, which are or may become due thereafter and for which current income is or may not be adequate, AGENT may do so.
- j. **ACCESS:** OWNER permits AGENT to use a key check out system or secure lock box for showing vacant properties. Occupied units are to be shown with AGENT and tenant (if available). Under OWNER'S directive or with OWNER'S knowledge, AGENT may authorize inspectors, appraisers, contractors, and other brokers and their associates to access the property at reasonable times for purposes contemplated by this agreement and to lend keys and disclose security codes to such persons to enter the property.

**4. RENTS:** To charge and collect rent from tenant, to deposit all receipts collected for OWNER in a trust account with a qualified banking institution and to remit same, less management commission or other deemed withholdings, to the address of the OWNER. Security deposits to be deposited into a separate non-interest bearing account at The Jacksonville Bank, Ortega Branch; 4343 Roosevelt Blvd; Jacksonville, Florida 32210; phone number (904) 899-0400. Both parties agree that this property is to be rented for a monthly rental rate of \$\_\_\_\_\_. The security deposit shall be \$\_\_\_\_\_. A CAM/grounds maintenance fee of \$\_\_\_\_\_ will be charged to the tenant  monthly  annually.

**a. UTILITIES:**

Electric utilities are the responsibility of the  OWNER  TENANT

Gas/Propane utilities are the responsibility of the  OWNER  TENANT

Water utilities are the responsibility of the  OWNER  TENANT

**5. REPAIR RESERVE:** Upon commencement of this Agreement, OWNER agrees to remit to AGENT a deposit in the sum of \$\_\_\_\_\_, per property, as operating reserve to cover minor repairs, grounds maintenance, cleaning/painting, (if deemed necessary) and other fees associated with maintaining the property. This reserve deposit is NOT subject to any type of compensation or withdrawals due to ACCENT OF FLORIDA, INC., and at all times, the OWNER's account shall maintain this minimum amount (\$\_\_\_\_\_). If this Agreement is terminated, the deposit, less any final repairs/expenses (if any), will be returned to OWNER within 30 days following receipt, posting and payment of final repairs/expenses.

**6. LOCKS:** OWNER agrees that locks at property will be changed after each tenant vacates, and the cost for the lock changes will be deducted from the OWNER proceeds. Additional keys will be made at the cost of OWNER.

**7. COMPENSATION FOR ACCENT OF FLORIDA, INC.:**

**a. ADVERTISING AND TENANT PLACEMENT FEE:** Upon successful placement of a tenant, OWNER agrees to pay AGENT a fee in the amount of \$ 500 or 50 % of 1<sup>st</sup> months rent \_\_\_\_\_ due at lease signing. This fee encompasses all advertising costs, compensation for AGENT's time for phone calls and showings, open houses and document preparation.

**b. MONTHLY MANAGEMENT FEE:** OWNER agrees to pay AGENT as a monthly management fee, the sum equal to 10 % of the monthly amount collected for each individual property, which includes rents, forfeited deposits, and termination fees.

**c. LEASE RENEWAL FEE:** OWNER agrees to pay AGENT a fee of \$ 500 or 50% of 1st months rent \_\_\_\_\_ for each existing lease renewal processed, or rental increase processing for the same tenant. All fees to be collected at the time the lease renewal or rental increase is executed. This fee will be deducted from the OWNER's draw during the month in which the renewal is processed.

**d. FEES FROM TENANTS:** OWNER agrees that AGENT may collect from tenant and retain the following in full:

**APPLICATION FEE** of \$40 per adult applicant is assessed for the cost of processing the application packet and running the credit, background and rental history checks.

**LATE FEES** which constitute 5% of the individual monthly rent and \$2.00 per day for every day after the 5<sup>th</sup> day of the month until rent is paid in full.

**NON-SUFFICIENT FUND FEE** is a 5% service charge on the amount of the check, plus late charges as stated above.

The aforementioned fees are NOT assessed in advance of

INITIALS: \_\_\_\_\_

principal rent payment and are considered separate from the OWNER draw.

- f. **SALE OF PROPERTY:** If the OWNER sells the subject property, to a tenant (or tenant's spouse) placed by AGENT either during the term of the lease or thereafter, OWNER will pay AGENT a commission of 3% of the price for which the property is sold, due to the fact that the AGENT will have been the procuring cause of the sale.
- g. **FEES ASSOCIATED WITH LEGAL ACTION:** If, upon employing our services, you have a tenant (who either was or was not placed by Accent of Florida, Inc.) in serious delinquency and you require our services or assistance to institute legal/eviction proceedings, then AGENT charges a one-time fee of \$ 100.00. This fee is in addition to the customary court costs and legal fees charged by an attorney. The fee for preparation and service of any notices associated with upholding the terms of the tenant's leasing Agreement is \$ 0 per document. No commencement of legal proceedings will be initiated without prior written consent of OWNER.

**h. OPTIONAL PAID SERVICES**

**LOCK RE-KEY FEE:** Accent of Florida, Inc., can, at OWNER'S request, re-key property locks for a flat rate (standard locksets only). Ask AGENT for details.

**CLEANING FEE:** Accent of Florida, Inc., can, at OWNER'S request, clean a property between tenants. Ask AGENT for details.

**PROJECT MANAGEMENT FEE:** Accent of Florida, Inc., can, at OWNER'S request, provide project management services for major repairs/renovations (anything requiring on-site management, multi-day repairs, or coordination over and above a standard repair dispatch). This fee is 5% of the total invoiced cost of the repair/renovation and is due at completion of the work. All work is documented with photographs and invoices. Outside of this service, OWNER is responsible for ensuring all major work is scheduled and completed to OWNER'S satisfaction.

**8. PROOF OF INSURANCE:** At all times during this agreement, OWNER agrees that a liability insurance policy will maintain in effect, and agrees to provide AGENT with a copy of the current certificate of insurance and to alert AGENT immediately and in writing if any changes to the policy or carrier are made. OWNER agrees to name AGENT as co-insured or additional insured and covers losses related to the property.

**9. CONDITION OF PROPERTY:** OWNER certifies that all heating, cooling, plumbing, electrical systems and all appliances are in working condition. OWNER certifies that the roof does not leak and water does not enter the internal areas from outside sources. OWNER certifies that the property is in good and habitable condition, and is in compliance with all applicable laws, ordinances and regulations and government authorities. OWNER acknowledges the following defects, if any known:

\_\_\_\_\_

\_\_\_\_\_

**12. UTILITIES:** OWNER agrees to keep all utilities in OWNER's name and turned **on** during any vacant periods. At no time will Accent of Florida, Inc. be responsible for costs associated with utility consumption, although every effort will be made to reduce consumption during vacancies.

**13. FORECLOSURE:** If, for any reason, foreclosure proceedings are started on \_\_\_\_\_ INITIALS: \_\_\_\_\_

the subject property, OWNER will notify AGENT immediately and in writing. AGENT retains the right to terminate this management contract immediately upon receiving this notice, or if OWNER fails to notify AGENT of such proceedings.

**14. SAVE HARMLESS:** The OWNER further agrees to save harmless and indemnify AGENT from any and all costs and expenses incurred by AGENT, including attorney's fees and costs at the trial and appellate levels, from any and all proceedings, suits, or their claims in connection with the management of said property, except in the case of proven gross negligence or illegal acts by AGENT, and from all liability for injuries to persons or property suffered or sustained by any persons whomsoever. OWNER shall carry, at OWNER'S expense, fire, extended coverage and public liability insurance, which policy shall be so written as to protect AGENT in the same manner and to the same extent as the OWNER. Said insurance shall require, by its terms and provisions, that the insurance carrier not be permitted to cancel insurance coverage without giving thirty (30) days written notice to AGENT with a certificate of insurance as evidence that the property is insured under an appropriate fire/landlord's policy. AGENT assumes no liability whatsoever for any acts or omissions of OWNER, or any previous management or AGENT of either OWNER or Accent of Florida, Inc. Neither does AGENT assume any liability for previously unknown violations of environmental or other regulations, which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by AGENT shall be brought to the attention of the OWNER in writing, and OWNER shall promptly cure the same.

This Agreement shall be and become binding upon the heirs, successors, and assigns of the parties hereto.

**OWNER'S  
NAME**

\_\_\_\_\_  
LAST

\_\_\_\_\_  
FIRST

\_\_\_\_\_  
M.I.

**MAILING  
ADDRESS**

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
HOME PHONE

\_\_\_\_\_  
WORK PHONE

\_\_\_\_\_  
CELL PHONE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS 1

\_\_\_\_\_  
E-MAIL ADDRESS 2

**INSURANCE, WARRANTY & TERMITE BOND INFORMATION:**

\_\_\_\_\_  
INSURANCE CARRIER

\_\_\_\_\_  
AGENT/PHONE NUMBER

\_\_\_\_\_  
POLICY NUMBER

\_\_\_\_\_  
SERVICE CONTRACT/WARRANTY  
COMPANY

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CONTRACT NUMBER

It is highly recommended that OWNER keep current/or obtain termite bond coverage. AGENT is not responsible for active/inactive termite and/or wood rot or decay.

\_\_\_\_\_  
PEST CONTROL COMPANY

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
CONTRACT NUMBER

**COMMENTS/ADDITIONAL CONDITIONS:**

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\_\_\_\_\_  
OWNER Name (Please Print)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER Name (Please Print)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
AGENT for OWNER of Quest Real Estate, LLC. Signature

\_\_\_\_\_  
Date