



QUEST
REAL ESTATE, LLC

Licensed Real Estate Broker ♦ Tenant Placement ♦ Property Management

707 Peninsular Place #250
Jacksonville, FL 32204

PHONE (904) 373-9171
FAX (888) 854-1925

ADDRESS:		
OWNER:		
DIRECT DEPOSIT?		
REPAIR RESERVE		
RENT AMOUNT:		
SEC. DEPOSIT:		
PET DEPOSIT:	PET FEE:	
PARKING SPACE:	GATE CODE:	
MAILBOX:	POOL CODE:	
# KEYS REC'D	GAR. DOOR OPENER	

RESIDENTIAL 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". This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Duval and Clay 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

Number of Bedrooms Number of Bathrooms Square Footage

PROPERTY FEATURES:

- Pool
 Irrigation System
 Fenced Back Yard
 Security System
 Refrigerator
 Icemaker
 Dishwasher
 Water Softener
 Microwave
 Washer
 Dryer
 W/D Hook-Up Inside
 W/D Hook-Up Outside
 2 Car Garage
 3 Car Garage
 Covered Parking
 Fireplace-Gas
 Fireplace-Wood Burning
 Window Treatments

UTILITIES:

- Sewer
 Septic
 Gas
 Electric

OWNER-PROVIDED SERVICES:

- Lawn Care
 Pool Maintenance
 Interior Pest Control
 Exterior Pest Control
 Phone
 Internet
 Cable
 Satellite

COMMUNITY FEATURES:

- Pool
 Tennis Court
 Basketball Court
 Soccer Field
 Clubhouse
 Fitness Center
 Golf Course
 Trails

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: 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 _____, _____, and will 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. Termination by OWNER is effective when 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 through the expiration date of the this management agreement 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 this management agreement 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 disbursements to OWNER. An additional cancellation fee of \$150.00 will be charged to OWNER should OWNER terminate this agreement for any reason. AGENT reserves the right to terminate this agreement with thirty (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 inactions violate the terms of this management agreement, or are illegal, improper, jeopardize the safety or welfare of any tenants or other persons, interfere with this management agreement, a foreclosure action is filed against the OWNER, or OWNER is delinquent in the payment of any taxes, fees, assessments, fines, or any other financial obligations related to the premises and the OWNER. AGENT may, at its option, continue to hold OWNER liable for any commissions due, fees due or monies owed AGENT if the TENANT(S) remain in the property after such termination by AGENT.

3. PROPOSED MONTHLY RENTAL RATE: Both parties agree that this property is to be rented for a monthly rental rate of \$ _____. The security deposit shall be \$ _____. Any adjustments to the agreed upon rate or deposit amount will be made in writing and signed by both parties.

4. PET POLICY: OWNER _____ allow ___ pet(s) consisting of _____. AGENT agrees to charge tenant a one-time, non-refundable pet fee of \$ _____ per animal. The non-refundable pet fee is, in no part, subject to any monies due Accent of Florida, Inc., and will be dispersed to OWNER during the first full monthly rental period. If OWNER agrees to allow pets, AGENT is held harmless from **any** damages or liabilities resulting.

5. 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 \$200 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 home, and to prevent a hazardous situation for tenant and/or home, 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. It is understood that all persons so employed shall not be deemed to be employees of the AGENT, per se.
- h. **MAINTENANCE:** To see that the tenant performs necessary maintenance on yard and 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 fifteenth (15th) of the month providing the tenant's check has had 10 days to clear. If funds have been dispersed to OWNER and 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. **KEYS:** OWNER permits AGENT to use a key check out system or secure lock box for : INITIALS: _____ d units are to be shown with AGENT and tenant (if available).

6. 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.

7. REPAIR RESERVE: Upon commencement of this Agreement, OWNER agrees to remit to AGENT a deposit in the sum of \$200, per property, as operating reserve to cover minor repairs, lawn maintenance (prior to tenant placement, 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 (\$200). 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.

8. 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 Accent of Florida, Inc., and not charged to the OWNER.

9. 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 50% of one month's rent or \$500, whichever is greater. 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 \$100 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. **PROPERTY INSPECTIONS AND VISITS:** AGENT agrees to provide one property inspection per year of tenant residence for no extra charge. Photos of property, if necessary, will be taken and will be provided to OWNER in addition to an Inspection Report. Any additional inspections requested by OWNER will be subject to a \$25 trip charge to cover mileage and time and will be deducted from the OWNER'S draw during the month in which the inspection occurred. AGENT agrees to coordinate all repair calls between tenant and repairpersons. In the event that it becomes necessary for AGENT to meet repairpersons at the property, a \$25 trip charge to cover mileage and time will be deducted from the OWNER'S draw during the month in which the repairs occurred for each trip necessary to complete the repair.
- e. **FEES FROM TENANTS:** OWNER agrees that AGENT may collect from tenant and retain any and all fees including, but not limited to:

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 5th 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.

MONTH-TO-MONTH FEE of \$25 is charged providing the OWNER has agreed to allow a month-to-month tenancy following the initial full term of the original lease.

The aforementioned fees are NOT assessed in advance of 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, as 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. 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 \$25 per document. No commencement of legal proceedings will be initiated without prior written consent of OWNER.

INITIALS: _____

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. 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.

10. PROOF OF INSURANCE: OWNER agrees that a liability insurance policy is 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.

11. 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 living area from outside sources. OWNER certifies that the property is in good and habitable condition, lead base paint free, and is in compliance with all applicable laws, ordinances and regulations and government authorities. OWNER acknowledges the following defects including any knowledge of lead-based paint, 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: In the event the property becomes subject to a lien or foreclosure proceedings and/or a bank, homeowner's association or mortgagee exercises any right to an assignment of rent they may have, OWNER agrees that AGENT shall comply with any court order and/or at AGENT'S discretion disburse rent monies to the requesting party based on advice of AGENT'S legal counsel. If any of the aforementioned occurs, OWNER gives AGENT the full right and authority to disburse the security deposit and/or advance rent, if any, held by AGENT to any party including the tenant even if the tenant is still residing on the premises or owes rent.

INITIALS: _____

14. SOLVENCY: OWNER hereby states and affirms that all bills and money due on the premises are current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home.

OWNER agrees that in the event any dispute arises between a tenant and the OWNER or agent as a result of OWNER'S failure to make any payments relative to the premises, OWNER agrees to completely indemnify and hold harmless broker, agent, property managers, their employees, and assigns hereinafter "AGENT" for any and all damages or litigation which may arise out of OWNER'S actions or inactions. OWNER understands that a tenant has a right to peaceful quiet enjoyment of the premises and if OWNER fails to keep all payments current, a tenant may have a right to withhold rent, break the lease agreement or hold OWNER or AGENT liable for any damages they suffer as a result or OWNER'S failure to keep all payments current.

OWNER gives AGENT full authority to cease the management of the premises and hold OWNER liable for any damages or amounts due under the management agreement if OWNER misrepresents any information or fails to abide by this agreement and keep all payments current.

INITIALS: _____

15. 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 understands that homeowner's insurance does not provide coverage to the property/OWNER/AGENT when it becomes a rental property. 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.
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**MAILING
ADDRESS**

STREET	CITY	STATE	ZIP
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HOME PHONE	WORK PHONE	CELL PHONE
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SOCIAL SECURITY NUMBER	E-MAIL ADDRESS 1	E-MAIL ADDRESS 2
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INSURANCE, HOME WARRANTY & TERMITE BOND INFORMATION:

INSURANCE CARRIER	AGENT/PHONE NUMBER	POLICY NUMBER
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HOME WARRANTY COMPANY	PHONE NUMBER	CONTRACT NUMBER
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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
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OWNER-PROVIDED SERVICES:

COMMENTS/ADDITIONAL CONDITIONS:

OWNER Name (Please Print)

OWNER Signature

Date

OWNER Name (Please Print)

OWNER Signature

Date

AGENT of Accent of Florida, Inc. Signature

DIRECT DEPOSIT AUTHORIZATION FORM

This authorization is in effect for properties managed by **Accent of Florida, Inc.**

I/We hereby authorize **Accent of Florida, Inc.** to initiate direct deposits to my/our account at the financial institution named below.

Further, I/we agree not to hold **Accent of Florida, Inc.** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me/us or by the financial institution named below or due to an error on the part of my/our financial institution in depositing funds to my/our account.

This agreement will remain in effect until **Accent of Florida, Inc.** receives a written notice of cancellation from me/us or my/our financial institution. In the event changes need to be made to the bank account named below, I agree to give **Accent of Florida, Inc.** a minimum of 15 days notice by submitting a new direct deposit form.

Please print.

NAME OF FINANCIAL INSTITUTION

NAME OF ACCOUNT HOLDER(S)

ROUTING NUMBER

ACCOUNT NUMBER

TYPE OF ACCOUNT

Personal

Business

(Please check each applicable box)

Checking

Savings

Rental Property Address

Number

Street

City

State

Zip

Home Phone

Cell Phone

OWNER Name (Please Print)

OWNER Signature

Date

OWNER Name (Please Print)

OWNER Signature

Date

PLEASE INCLUDE A VOIDED CHECK TO ENSURE ACCURACY