TRADITIONS REALTY

Property Management Agreement

THIS AGREEMENT made and entered into this ____ day of _____ (also known as the anniversary date) 20___, by and between_____ hereafter referred to as "OWNER" and "TRADITIONS REALTY, LLC " hereinafter referred to as "MANAGER", WITNESSETH: 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 hereinafter set forth for the OWNER's property described as: _____. It is understood and agreed that the MANAGER is the 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 twelve (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 it's anniversary date by giving the other written notice to terminate this agreement 30 days prior to said anniversary date. Owner may opt to cancel this agreement at any time by giving a 45 day written notice and paying a cancellation fee equal one month's management fee , and all Manager's unreimbursed cost and expenses including third party vendors and attorneys' fees, if any.

ANY ADDITIONAL TERMS:

_____
_____
_____
_____
_____
_____
_____
_____

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

A. FOR MANAGEMENT: Ten percent **(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, whether or not the tenant pays the rent due.
B. FOR LEASING: Two Thirds **(2/3)** of the first full month's rent. Manager shall lease the premises each time a vacancy occurs, unless otherwise directed by Owner in writing.
C. LEASE RENEWALS: There is no Charge to the Owner for a lease renewal with a Tenant. Any extension of the tenant occupancy shall be deemed a renewal of the previous rental term. Manager may at manager's discretion renew or terminate existing tenants, unless otherwise directed by Owner in writing.
D. FOR 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(Broker) shall be considered the procuring cause of such sale and Manager(Broker) shall be paid a commission of three percent **(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.

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

A. 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.
B. To prepare and negotiate new leases and renewals and terminations of existing leases as deemed appropriate by MANAGER, MANAGER is authorized, for and in behalf of OWNER, to execute leases and lease renewals.
C. 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 any and all repair services deemed necessary by the OWNER and/or the MANAGER, and to pay the MANAGER's maintenance division or independent contractors for these services, repairs and improvement from the OWNER's funds. On each improvement and repair item that exceeds **$300.00** (except for emergency repairs), OWNER's approval shall be obtained first. OWNER shall provide or bear cost of providing all keys to the premise.
D. To advertise the premises when vacant at the expense of the OWNER, but OWNER shall have the right to limit advertising expenditures at any time provided however, that owner reduces or discontinues advertising by written request.
E. 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 OWNER's expense legal actions to evict tenants, 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.
F. The OWNER agrees that MANAGER, without accounting to Owner, may collect as additional management fees, late fees, NSF fees, accrued interest, lease 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.
G. The OWNER agrees that any and all repairs shall be paid from (1) OWNER's monies held by MANAGER and (2) In the event no such account exists or said account has insufficient funds to cover the repair(s) MANAGER shall deduct the cost of repair from tenant(s) rent.
H. The OWNER agrees that in the event a repair exceeds the amount of rent, OWNER shall pay MANAGER the full balance owed no later than two weeks upon receipt of invoice for said repair.
I. 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.
J. The OWNER agrees to allow TRADITIONS REALTY, to list the property in MLS (Multiple Listing Services), to have pictures of the property used in the marketing of the property, and to allow TRADITIONS REALTY LLC the use of all normal marketing sources including print, newsprint, and varied Internet Sites (such as HotPads, ZingDing, Postlets, Craiglist, Military Relo ,etc…)

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

A. 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 TRADITIONS REALTY, for the renting, leasing, operating and managing of the herein described premises. However, Manager does not guarantee the payment of rentals by the tenant, but will make every reasonable effort to collect same when and as they become due. Owner hereby authorizes manager to employ collection agencies to assist in the collection of any outstanding tenant debt due.

B. To render monthly statements , (Available also to the OWNER through Buildium Property Management Web Services) , with expenses and charges and to remit a monthly statement to the OWNER. 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 the 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.

C. 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 Manage 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.

D. 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.

E. 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 not collected. Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Manager's bank. (If all funds have cleared our bank, we will make every attempt to send out the Owner's Disbursement no later than the 12th of each month).

AGENCY AUTHORIZATION: Owner hereby constitutes and appoints TRADITIONS REALTY and its Agents 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 substitute (TRADITIONS REALTY) shall lawfully 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, its agent, independent contractors, and employees, harmless from all damage 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 suffered or sustained by any person whomsoever, and to carry, at his (owners) own expense, public liability insurance (homeowners 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 carry liability insurance. 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, meditation or any administrative state agency) arising out of this transaction brought by other, including Owner, Manager shall be reimbursed their attorneys fees and Court costs 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.

NOTICES: For purposes 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 NAME: _____
ADDRESS: _____
PHONE #'S: _____ CELL_____ FAX_____
EMAIL ADDRESS: _____

MANAGER: **Traditions Realty, LLC – 2021 Park St., Jacksonville FL 32204**

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

HOME/APPLIANCE WARRANTY INFORMATION:_____
_____

PREFERRED VENDORS:_____
_____

ACKNOWLEDGEMENT, RECEIPT OF DOCUMENTS

This Agreement shall become binding upon the heirs, successors and assigns of the parties hereto, Owner hereby acknowledges that they have read and signed this Agreement. 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.

OWNER(s): **DATE:**

1) _____

2) _____

Soc. Sec. No. (For 1099 Reporting)_____ (Required)

MANAGER:

_____

Traditions Realty, LLC /AGENT