



/PRŌBŪDĒ/: THE QUALITY OF HAVING STRONG MORAL PRINCIPLES; HONESTY AND DECENCY

EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and PROBITY PROPERTY MANAGEMENT GROUP LLC, hereafter called LANDLORD'S AGENT whereby the LANDLORD appoints LANDLORD'S AGENT, its personnel, successors, and assigns LANDLORD'S AGENT to operate, control and manage the following property. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises are not currently for sale and agree to sign a Solvency Statement. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

UNIT WAS BUILT PRIOR TO 1978 YES NO

PROPERTY ADDRESS

EXCLUDED AMENITIES OR PLACES/AREAS ON THE PREMISES: Any appliances such as a Jacuzzi, hot tub, extra refrigerator, garbage disposal, dishwasher, solar system, irrigation system, grill, pool pumps, pool heaters, pool equipment or any other amenities or items that the LANDLORD shall not be responsible for maintaining must be disclosed to LANDLORD'S AGENT by LANDLORD in writing or LANDLORD understands by Florida law that the LANDLORD will be responsible for repair, maintenance or replacement of all these items. Any excluded areas must be disclosed as well or, by Florida law, TENANT may use them. This includes but is not limited to areas such as shed(s), storage closet(s), garage, attics, crawl spaces, dock, other storage areas, sheds, or rooms.

TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the party's successors, entity changes, 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 LANDLORD: LANDLORD reserves the right to terminate this agreement with 60 days written notice to LANDLORD'S AGENT. In the event this agreement is terminated by LANDLORD, LANDLORD'S AGENT'S rights provided for in this agreement shall survive such termination. All monies expended by LANDLORD'S AGENT shall be paid to LANDLORD'S AGENT prior to this cancellation and LANDLORD'S AGENT is authorized to withhold any sums owed to LANDLORD'S AGENT from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee of \$ _____ will be charged to LANDLORD should LANDLORD terminate this agreement for any reason.

TERMINATION BY LANDLORD'S AGENT: LANDLORD'S AGENT reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of LANDLORD'S AGENT'S legal counsel, LANDLORD'S actions or inactions violate the terms of this management agreement or are illegal, improper, jeopardize the safety or welfare of any TENANT(S) or other persons, interfere with this management agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment, fees, bills, fines or any other financial obligations related to the premises or LANDLORD'S AGENT. LANDLORD'S AGENT may at its option continue to hold LANDLORD liable for any fees due or monies owed LANDLORD'S AGENT at time of termination. If termination occurs, LANDLORD shall immediately hire a Property Manager or provide LANDLORD'S AGENT with a Florida bank account for LANDLORD'S AGENT to transfer any deposits held on behalf of the TENANT.

DEPOSITS: According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, LANDLORD shall comply with Florida law as to the manner in which the funds are held and will comply with the law pertaining to the disposition of the deposits when the Tenant vacates holding LANDLORD'S AGENT harmless for LANDLORD'S failing to comply with Florida law and indemnifying LANDLORD'S AGENT if TENANT institutes any litigation regarding the deposits against LANDLORD'S AGENT.

The following terms shall apply:

LAST MONTHS RENT: **MUST BE COLLECTED** **X** **MAY BE COLLECTED AT THE LANDLORD'S AND PROPERTY MANAGER'S AGREED UPON DISCRETION.**

SECURITY DEPOSIT REQUIRED SHALL BE NO LESS THAN ONE MONTH'S RENT.

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to hold LANDLORD'S AGENT harmless for any cancellation by the TENANT(S) and/or failure to collect any rents or monies due from the TENANT(S) for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything. Any rent reduction must be approved in writing by LANDLORD.

INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium/hoa maintenance fees, taxes, insurance, mortgages, assessments and other charges. LANDLORD'S AGENT IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY.

LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence. LANDLORD MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL.

LANDLORD agrees to and does hereby indemnify and hold harmless LANDLORD'S AGENT, its personnel and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises unless due to LANDLORD'S AGENT'S negligence. LANDLORD agrees to indemnify LANDLORD'S AGENT for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage. If TENANT is required to purchase "Renter's Insurance" LANDLORD agrees and understands that TENANT may discontinue coverage without notice to LANDLORD'S AGENT and "Renter's Insurance" is primarily for the TENANT'S personal property NOT the premises or injury to persons on the property or damage to LANDLORD'S property. If the LANDLORD requires the TENANT to purchase renter insurance, LANDLORD must direct LANDLORD'S AGENT in writing PRIOR to the lease signing and must specify what type of Renter's Insurance is required. LANDLORD agrees to hold LANDLORD'S AGENT harmless for any damages suffered as a result of any lapse in or failure by TENANT to maintain insurance coverage.

PETS: LANDLORD affirms that pets **ARE** **ARE NOT** permitted.

Pet Stipulations:

LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.

UTILITIES: If allowed by law and unless otherwise agreed to by the parties, TENANT(S) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the TENANT(S) shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify LANDLORD'S AGENT for any damages or litigation fees/cost incurred by LANDLORD'S AGENT if LANDLORD improperly terminates a utility service. Florida law specifically prohibits the direct or indirect termination of utilities and utilities are defined broadly. LANDLORD'S AGENT will deduct bills to the extent of funds available and LANDLORD agrees that LANDLORD'S AGENT shall be in no way responsible for nonpayment of or theft of any utility service by TENANT(S). At the request of LANDLORD'S AGENT, LANDLORD may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.

FUNDS: Any monies collected or received by LANDLORD'S AGENT will be held in LANDLORD'S AGENT'S bank account(s) and interest, if any earned, and permitted by law to be retained by LANDLORD'S AGENT, shall be paid to LANDLORD'S AGENT for administrative services.

LANDLORD'S AGENT shall remit payments to LANDLORD only after funds paid by TENANT have completely cleared LANDLORD'S AGENT'S bank account. This is usually 10-20 days after funds are deposited.

If LANDLORD'S AGENT does disburse money to LANDLORD before funds have cleared and if the funds paid to LANDLORD'S AGENT are NSF, stop payment or otherwise not available and LANDLORD'S AGENT has already disbursed funds to LANDLORD, LANDLORD agrees to immediately refund that amount paid to them to LANDLORD'S AGENT. All further rent money received if any will be held by LANDLORD'S AGENT to replenish this if LANDLORD does not comply and if no funds are received LANDLORD will be liable to pay the money owed to LANDLORD'S AGENT immediately.

ATTORNEYS FEES - LEASE DRAFTING: In the State of Florida, LANDLORD'S AGENT is not allowed by law to draft a lease, therefore, there will be an administrative charge to the LANDLORD of \$ for preparation of the renewal lease if applicable.

The law firm preparing the lease deals primarily in Landlord/Tenant Law and is the Law Offices of Heist, Weisse & Wolk, P.A 1 800 253 8428, info@evict.com. The charges to cover these attorney's fee(s) and administrative charge will be collected from the first monies received if LANDLORD'S AGENT does not currently have the funds from LANDLORD to pay this. The Law Offices of Heist, Weisse & Wolk, P.A. will be available to LANDLORD'S AGENT and LANDLORD at no charge for phone and email consultations in the event of disputes with the TENANT(S) or related issues and will provide a reduced price eviction if the Law Offices of Heist, Weisse & Wolk files an eviction for LANDLORD.

CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In "association" governed unit, the lease shall be subject to the Declaration pertaining thereto and the rules and regulations of the Association and Board of Directors thereunder and, further, the LANDLORD shall be responsible for providing LANDLORD'S AGENT with all current rules and regulations, and for payment of any recreation fees, liens, deposits, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify LANDLORD'S AGENT for payment of same. In the event the TENANT(S) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that LANDLORD'S AGENT is in no way liable for the payment of any fees, fines, or assessments imposed by the HOA or Condo Association. LANDLORD'S AGENT will make its best efforts to legally force TENANT to comply with the Rules and Regulations. If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, LANDLORD'S AGENT shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulation change, LANDLORD shall immediately forward such correspondence to LANDLORD'S AGENT and confirm receipt by LANDLORD'S AGENT.

FURNISHINGS/WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay the LANDLORD'S AGENT \$ to provide same (this fee is subject to change with notification). It is LANDLORD's responsibility to keep the inventory current. LANDLORD is also to deliver copies to LANDLORD'S AGENT any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, LANDLORD'S AGENT shall assume none exist. If Service Contracts and/or Warranties exist and repairs are not completed within 72 hours LANDLORD'S AGENT shall begin issuing daily, prorated rent abatement to TENANT until repair has been completed. LANDLORD will provide 2 full sets of keys, 1 mail keys, 2 gate openers and/or 2 garage door openers if applicable to LANDLORD'S AGENT. In unfurnished units, LANDLORD will provide basic window treatments and their hardware or authorize LANDLORD'S AGENT to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational.

If TENANT demands screens or window repairs, LANDLORD MUST purchase screens and/or make window repairs or replacements at LANDLORD'S expense. LANDLORD understands that it is not advisable to leave any personal property on the premises and LANDLORD shall hold LANDLORD'S AGENT harmless for any loss of that personal property for any reason.

LANDSCAPING: If property is located in a HOA/Deed Restricted Community LANDLORD agrees to have professional lawn/landscaping service and holds LANDLORD'S AGENT harmless for the TENANT'S failure to properly maintain the landscaping. Landscaping is to include mowing, edging, weed control in beds, trimming and tree trimming when applicable. TENANT shall not be responsible for lawn/landscaping. If property is NOT located in a HOA/Deed Restricted Community LANDLORD holds LANDLORD'S AGENT harmless for the TENANT'S failure to properly maintain the landscaping.

REKEYING: LANDLORD'S AGENT strongly recommends rekeying after each tenancy to avoid liability.

LOCK BOXES: LANDLORD'S AGENT X may may not utilize a lock box to access the premises. If a lockbox is authorized, LANDLORD shall hold LANDLORD'S AGENT harmless for any claims, vandalism or theft arising out of the lockbox misuse by a criminal.

VACANT UNITS: Vacant units are increasingly subject to vandalism, squatters, theft and damage and loss to air conditioning compressors. LANDLORD'S AGENT shall check vacant units at least 2 times per month. If more frequent checking is requested, this must be negotiated separately between LANDLORD'S AGENT and LANDLORD and there may be additional charges. Under no circumstances will LANDLORD'S AGENT be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance does not cover vacant properties and should consult their insurance agent.

INTERNATIONAL LONG DISTANCE PHONE AND CERTIFIED MAIL: LANDLORD shall not be charged for interstate or intrastate long distance calls, only international calls. If it is necessary to send certified mail to the TENANT, LANDLORD shall be charged for same.

LEASE SIGNING: LANDLORD SHALL PROMPTLY SIGN ALL LEASE(S)

CREDIT REPORTS: Due to laws which affect disclosure of private and credit information, LANDLORD shall not be provided with the TENANT'S credit report and/or application unless specifically authorized in writing by the TENANT(S) and the provider of the credit report.

TENANT'S SECURITY DEPOSIT, DAMAGES or MISSING ITEMS: LANDLORD'S AGENT shall consult with LANDLORD prior to any distribution and/or claim of TENANT'S Security Deposit, but the following provisions shall apply: LANDLORD'S AGENT is not responsible for damages to the premises under any circumstance or for items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of TENANT(S) or their guests. In the event TENANT(S) damage the premises or owe any monies to the LANDLORD, LANDLORD'S AGENT is given the EXCLUSIVE authority to determine in its professional judgment the amounts due, charge the TENANT(S) accordingly as per Florida Statutes 83.49 and/or settle with the TENANT(S). LANDLORD'S AGENT is given the power to make claims upon the security deposit on behalf of LANDLORD and LANDLORD'S AGENT shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to LANDLORD'S AGENT. LANDLORD understand and agrees that the Security Deposit belongs in full to the TENANT(S) unless a claim is made upon the Security Deposit AND LANDLORD'S AGENT is hereby granted to the sole authority to make claims as LANDLORD'S AGENT deems appropriate. LANDLORD shall not interfere with this process and shall accept LANDLORD'S AGENT'S claim if any on the Security Deposit.

LANDLORD HELD DEPOSIT: If LANDLORD is holding the deposit, LANDLORD'S AGENT shall have no responsibility for making any claims on the deposits and LANDLORD shall be responsible for complying with Florida Statutes 83.49, the procedures, forms and time limits imposed. LANDLORD'S AGENT shall provide LANDLORD with a copy of Florida Statutes 83.49 upon request or LANDLORD may obtain a full copy of the Landlord/Tenant law for free by going to www.evict.com If the disposition and/or disbursement of a LANDLORD held deposit results in litigation against LANDLORD'S AGENT, LANDLORD agrees to be liable for all attorney's fees, judgments and costs of any litigation that LANDLORD'S AGENT may incur. LANDLORD understands that deposits belong to the TENANT until such proper legal procedures are followed.

POOLS: LANDLORD shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORD'S expense. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage as the cost to raise it is minimal.

PRESSURE WASHING: TENANT shall not be responsible for pressure washing. If property is located in a HOA/Deed Restricted Community LANDLORD'S AGENT is granted by the LANDLORD the right to have structure, fencing, driveway(s), walksway(s), patio(s), lanai(s) and cage(s) pressure washed, as needed, at LANDLORD'S expense at the request of the HOA.

HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD: LANDLORD'S AGENT shall not be responsible to take any precautionary measures to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes, unless agreed to in writing between LANDLORD'S AGENT and LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.

LANDLORD'S AGENT'S AUTHORITY: LANDLORD'S AGENT is granted by the LANDLORD the right to manage the property as LANDLORD'S AGENT deems necessary, to conduct a background check on the TENANT(S), to screen and approve or disapprove prospective TENANT(S), to collect all rental and other funds that may be due to LANDLORD, or assign or sell the management account as LANDLORD'S AGENT may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things. LANDLORD'S AGENT deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing. If an applicant does not meet LANDLORD'S AGENT'S rental criteria and LANDLORD'S AGENT feels that LANDLORD may wish to override LANDLORD'S AGENT'S judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that LANDLORD'S AGENT supplies LANDLORD. LANDLORD'S AGENT is given the Exclusive Right to deliver, on LANDLORD's behalf, any default notices to TENANT(S) as may be necessary. Any legal notices or institution of eviction or damage proceedings against TENANT(S), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, LANDLORD'S AGENT shall hire an eviction attorney to perform the eviction. LANDLORD'S AGENT does not practice law. Costs and Attorneys Fees to evict TENANT(S) or otherwise will be paid by LANDLORD in advance and when due and LANDLORD agrees to hold LANDLORD'S AGENT harmless for same.

In the event TENANT(S) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that LANDLORD'S AGENT is entitled to a fee on any monies received in the percentage as set forth below and agrees to remit same to LANDLORD'S AGENT. LANDLORD'S AGENT is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

REPAIRS AND EMERGENCIES: LANDLORD'S AGENT is given the right to spend at LANDLORD'S AGENT'S discretion and without the necessity of permission by OR notification to the LANDLORD, an amount not to exceed \$300.00 in any 30 day period during this agreement to purchase items, cleaning, make repairs, and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD.

After the TENANT vacates and funds become available for use from the TENANT'S security deposit, LANDLORD'S AGENT is given the right to spend up to the full amount of the monies claimed from the TENANT'S security deposit PLUS the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range, leaks, plumbing or any other repair LANDLORD'S AGENT deems an emergency and or necessary in LANDLORD'S AGENT'S sole judgment for the safety of the TENANT(S) or the welfare of the property, LANDLORD'S AGENT has authority to institute repairs, even if over the aforementioned limit and LANDLORD agrees to be responsible for the sums expended. LANDLORD'S AGENT is not required to hire vendors to institute emergency repairs if LANDLORD has not approved the emergency repair or provided the necessary funds but may do so at LANDLORD'S AGENTS discretion with LANDLORD holding LANDLORD'S AGENT harmless for and failure to do so.

MANAGEMENT FEES AND OTHER FEES: LANDLORD'S AGENT shall be entitled to fees from all rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees and application fees. All Late charges or fees owed by any TENANT(S) shall be collected at the sole discretion of LANDLORD'S AGENT.

All fees are due to LANDLORD'S AGENT. If there are accumulated late charges at the end of the tenancy, LANDLORD'S AGENT may at its discretion retain these funds from the security deposit, first applying security deposit funds to damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit.

Late Fee amount: \$

LATE FEES SHALL BE SPLIT BETWEEN LANDLORD AND LANDLORD'S AGENT.
LATE FEES SHALL DISTRIBUTED TO THE LANDLORD.
LATE FEES SHALL DISTRIBUTED TO THE LANDLORD'S AGENT.

MANDATORY MINIMUM MONTHLY FEE: If TENANT fails to pay the rent, LANDLORD agrees to pay a minimum management fee of of the monthly rental rate per month.

MANAGEMENT FEE: LANDLORD'S AGENT shall be entitled to the MANDATORY MINIMUM MONTHLY FEE per month of rents or money paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT. If TENANT prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the fee and any money owed by LANDLORD each month when it becomes due.

MANAGEMENT FEE IN THE EVENT OF LANDLORD DEFAULT: Unless otherwise agreed to in writing between LANDLORD and LANDLORD'S AGENT, in the event LANDLORD is in default in the payment of any mortgage, vendor bill, fee, taxes, assessments, insurance payment(s), HOA or CONDO Fees, dues or any other amount(s) due to a third party related to the premises or if the TENANT is served with a Notice of Lis Pendens or any demand are made by a mortgage holder, servicer, HOA or Condo Association, AND LANDLORD'S AGENT is continuing to manage the property the management fee shall immediately change to a fee of _____ per month of rents or money paid by the TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT PLUS LANDLORD shall owe any additional fees as outlined in FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS paragraph below.

LEASE RENEWAL FEE: LANDLORD agrees to pay LANDLORD'S AGENT a LEASE RENEWAL FEE of _____ each time the lease agreement is renewed with the same TENANT or TENANTS or the lease is assigned by TENANT or TENANTS with LANDLORDS permission.

MONTH TO MONTH or LEASE EXTENTION FEE: In the event TENANT is permitted to remain as a month to month tenant or the lease is extended for a period after the expiration of a lease, LANDLORD'S AGENT may charge the TENANT a month to month or lease extension fee each month. Monthly lease extension or month to month fee shall be split between LANDLORD and LANDLORD'S AGENT.

PROCEEDS: LANDLORD'S AGENT shall send LANDLORD the proceeds collected from the rental of the property minus the fees and any costs and expenses provided for in this agreement when monies have cleared the LANDLORD'S AGENT'S bank (usually 5 business days for local checks and 2 to 4 weeks, depending on locale, for out of state checks). In the event a prospective Tenant places a good faith or holding deposit with LANDLORD'S AGENT and fails to take possession, said deposit shall be retained by LANDLORD'S AGENT. In order to minimize legal disputes and liability to both the LANDLORD and LANDLORD'S AGENT, LANDLORD'S AGENT retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of LANDLORD'S AGENT'S legal counsel and LANDLORD agrees to hold LANDLORD'S AGENT harmless for same. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND LANDLORD'S AGENT. LANDLORD'S AGENT may send LANDLORD proceeds by check, direct deposit or ACH and also may send all statements by email to LANDLORD. LANDLORD shall provide LANDLORD'S AGENT with all necessary information for ACH deposits. If LANDLORD'S AGENT has sent proceeds to LANDLORD and the TENANT'S payment is not honored, LANDLORD shall immediately refund such payment to LANDLORD'S AGENT upon demand.

NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to LANDLORD'S AGENT, notice must be in writing. In certain instances LANDLORD'S AGENT may request communication by email, mail or fax and if so, such

communication shall be binding and legally sufficient.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANT(S) are increasingly suing property OWNERS and MANAGERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify LANDLORD'S AGENT in the event LANDLORD'S AGENT is sued by TENANT for any injuries suffered on the premises unless such injuries were due to LANDLORD'S AGENT actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD and LANDLORD'S AGENT from claims made by the TENANT. Such inspection will not be performed unless the LANDLORD is notified first and authorizes the inspection.

PRE-1978 PROPERTIES: Federal EPA rules require LANDLORD'S AGENT to provide the TENANT with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws beginning in 2011 require almost all workers on pre 1978 home to be certified under the Renovation Repair and Paint Rules. (RRP) Please do not use any friends, vendors, handymen ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants LANDLORD'S AGENT permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

LANDLORD CONTACT WITH TENANT(S): LANDLORD agrees and understands that if LANDLORD has any contact with the TENANT(S) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. LANDLORD'S AGENT strongly urges that all contact with TENANT(S) be made by and through LANDLORD'S AGENT. LANDLORD agrees that contact with the TENANT(S) may be grounds for LANDLORD'S AGENT terminating this agreement and continuing to hold LANDLORD liable for all fees due at time of termination.

COLLECTIONS and SMALL CLAIMS COURT CASES: LANDLORD'S AGENT is not an attorney or licensed debt collector and shall not engage in any collection activity including but not limited to Small Claims Court cases or placing the account with a collection agency for LANDLORD, for monies that may be owed by TENANT after TENANT vacates or for prosecuting checks or money orders from TENANT that may be returned NSF, Closed Account or Stop Payment. LANDLORD may hire a collection agency or attorney of their choosing.

OTHER LEGAL DISPUTES: In the event of any litigation between the LANDLORD and LANDLORD'S AGENT, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in the county where LANDLORD'S AGENT'S office is located. This county is currently PASCO and can change. Both LANDLORD and LANDLORD'S AGENT waive any rights that they may have to a jury trial.

FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS: In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that LANDLORD'S AGENT shall comply with any court order and/or at LANDLORD'S AGENT'S discretion disburse rent monies to the requesting party based on advice of LANDLORD'S AGENT'S legal counsel. If any of the aforementioned occurs, LANDLORD gives LANDLORD'S AGENT the full right and authority to disburse the security deposit or advance rent held by LANDLORD'S AGENT to any party including the TENANT even if the TENANT is still residing on the premises or owes rent. If LANDLORD'S AGENT continues to manage the property and the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed LANDLORD agrees to pay an additional fee to LANDLORD'S AGENT each month of \$.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING

***IMPORTANT FAIR HOUSING NOTICE ***

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, Please do not ask or expect us to place any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

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Agent, Probitry Realty LLC

