



# SEASONAL RENTAL PROPERTY MANAGEMENT AND LEASING AGREEMENT

RESIDENTIAL REAL ESTATE, INC.

This Property Management and Leasing Agreement ("Agreement") is between COLDWELL BANKER RESIDENTIAL REAL ESTATE, INC. ("Broker") and \_\_\_\_\_ ("Owner").

Owner's mailing address: \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ Telephone (Work): \_\_\_\_\_

Fax: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**1. BROKER AUTHORITY:** In consideration of the covenants set forth herein, Owner hereby grants Broker the exclusive right to manage and lease the real property described below (the "Property") upon the terms stated in this Agreement.

Property Street Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ Florida Zip Code: \_\_\_\_\_

Furnished \_\_\_\_\_ Unfurnished \_\_\_\_\_ # of Bedrooms \_\_\_\_\_ # of Baths \_\_\_\_\_ Parking Space# \_\_\_\_\_

Owner represents and certifies that he/she/they/it are the owner(s) of the Property and have full legal authority and capacity to enter into this Agreement and to lease the Property and that the rental of the Property will not violate any laws, ordinances, rules or regulations. Owner shall provide Broker with satisfactory proof of ownership of the Property prior to Broker being obligated to undertake any of the duties set forth herein.

The Property  is  is not listed for sale. If the Property is listed for sale, the name, address, and phone number of the Listing Broker is \_\_\_\_\_.

Owner shall ensure that any lease of the Property during the term of this Agreement contains a provision that allows for sixty (60) days termination notice to the tenant in the event of a sale of the Property.

**2. TERM.** This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), and shall be for an initial period of one year ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one-year terms ("Renewal Term"). In the event Owner elects not to renew this Agreement, Owner shall notify Broker in writing, with such written notice received no less than sixty (60) days prior to the expiration of the Initial Term or a Renewal Term. In the event that such notice of non-renewal by Owner is received by Broker, Owner shall continue to pay Broker the rental commission set forth in this agreement for so long as any tenant(s) procured by Broker remains in occupancy of the Property (including any lease extensions or renewals). Broker reserves the right to terminate this Agreement immediately if Owner files for bankruptcy or any foreclosure action is commenced against the Property, or at any time for any reason by providing to Owner thirty (30) days written notice of such termination. If Broker's termination of this Agreement is as a result of Owner's failure to pay Broker in a timely manner or the illegal or improper actions or inactions of Owner, Owner shall remain liable to Broker for all commissions or other compensation that would have otherwise been due during the remaining Initial or Renewal Term.

**3. OWNER OBLIGATIONS.** Owner agrees to: (i) cooperate with Broker in carrying out the purpose of this Agreement, including referring to Broker all inquiries concerning the Property; (ii) make the Property available for Broker to show during reasonable times; (iii) consult appropriate professionals for legal, FIRPTA, tax, zoning, permitting, property condition or size, environmental, or other specialized advice (Owner acknowledges that Broker and its representatives are not qualified or authorized to give such advice and, if given, Owner shall not in any way rely on such advice); (iv) make all legally required disclosures, which may include any required radon gas and lead paint disclosures, as well as to disclose any facts that materially affect the Property's value and/or desirability that are not readily observable to a prospective tenant. Owner agrees to accept a lease (or extension or renewal) that satisfies Owner's criteria as expressly set forth in Paragraph 4.

**4. APPROVED LEASE TERMS.** Owner authorizes Broker to advertise and offer the Property for lease, and agrees to accept such a lease, at the following rates and terms:

- A. Available Months (check all that apply):  January;  February;  March;  April;  May;  June;  July;  August;  September;  October;  November;  December. Any "Blackout" dates during otherwise available months must be noted on a separate Reservation Block Calendar (attached).
- B. Monthly rent in the amount of \$ \_\_\_\_\_;
- C. Minimum Rental Term: \_\_\_\_\_  days  months. Maximum Rental Term: \_\_\_\_\_  days  months;
- D. Seasonal Utility/Damage deposit of \$ \_\_\_\_\_ collected prior to occupancy;
- E. In Season Rent (Months: \_\_\_\_\_ to \_\_\_\_\_): \$ \_\_\_\_\_ per  week  month;

- F. Off Season Rent (Months: \_\_\_\_\_ to \_\_\_\_\_): \$ \_\_\_\_\_ per  week  month;
- G. Furnished \_\_\_\_\_ Unfurnished \_\_\_\_\_ (furnished if left blank);
- H. Maximum number of occupants \_\_\_\_\_ (2 per bedroom if left blank);
- I. Additional Terms: See "Property Amenities Worksheet" attached and incorporated herein.

Any deviation from these terms must be agreed upon by all parties in writing. Owner agrees to hold Broker and its representatives harmless for any failure to secure tenant(s) for the Property, any cancellation or default by any tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.

**5. LEASE COMPENSATION.**

**A. Leasing Fees.** Owner shall compensate Broker upon the procurement of a tenant to rent the Property on the terms set forth above (or any different terms agreed to by Owner) as follows: 15% SHORT TERM / 8.3% LONG TERM (20% if left blank) **of gross rent due** (the "Leasing Fee") under any such lease (and any renewals and extensions thereof, including renewals and extensions commencing after termination of this Agreement). Broker shall earn the Leasing Fee upon the procurement of a tenant, and Owner shall pay the Leasing Fee to Broker in full upon the earlier of (i) the date on which all funds due prior to move-in under the applicable lease or reservation agreement have been received by Broker; (ii) termination of this Agreement in accordance with paragraph 2; or (iii) Owner's default under any lease, reservation agreement, or this Agreement. In the event a tenant who occupied the Property during the term of this Agreement re-rents the Property within 180 days after termination of this Agreement, Owner shall pay Broker the Leasing Fee, regardless of whether such tenant is procured directly by Owner or through a subsequent broker or property manager. A subsequent breach or failure to perform by any tenant shall not entitle Owner to a refund of all or part of the Leasing Fee. Broker and its representatives do not warrant or guarantee any tenant's performance under any lease, reservation or other agreement. In the event tenant(s) vacate voluntarily or involuntarily from the Property while owing rent under the term of a lease or other rental agreement (including renewals or extensions of a lease), Owner shall pay Broker the commissions rate set forth in this paragraph from any funds collected from tenant(s) as a result of any legal action or claim made by Owner.

**B. Default Fees.** In the event that Owner retains any deposits, rents, or other payments made by a prospective tenant in connection with a tenancy that does not commence for any reason (other than cancellation fees), Broker shall be entitled to 50% of any such retained funds, not to exceed the amount that Broker would have received under paragraph 5(A) above.

**C. Lease Preparation/Administration and Marketing Set-Up Fees:** On a short term lease if a particular form of lease or specific lease terms are required by any condominium, homeowner's or other association, Owner shall provide Broker with the required lease. Otherwise, Broker shall provide Owner with its form seasonal rental agreement in current use. If a long term lease is procured, our attorney will prepare your lease at a cost to the owner of **\$55.00 and \$35.00** for any renewals of same tenants. Upon execution of these Agreements, Owner shall pay Broker a **\$35.00 non-refundable marketing set-up fee.**

**D. Broker Setoff.** Broker may deduct or setoff any sums due to it under this Agreement from any of Owner's funds in Broker's possession to the extent allowed by law.

**6. OWNER'S OPERATING ACCOUNT, MANAGEMENT FEES AND ADDITIONAL SERVICES:** In addition to the fees set forth above, Owner agrees to pay Broker for services as follows:

**A. Owner's Operating Account:** Owner will at all times maintain a minimum of **\$200.00** (\$200.00 if left blank) on account with Broker, which account shall be used to cover the cost of repairs, maintenance, and fees and commissions owed to Broker ("Operating Account"). If at any time the Operating Account contains less than the required minimum, Owner agrees to pay Broker such amounts necessary to bring the Operating Account to required minimum levels within ten (10) days of Broker sending Owner an account statement showing the deficiency. In the event that the Operating Account should at anytime have a negative balance (including after deduction of costs and fees), Owner shall pay a negative account fee of 1.5% per month on the amount of the deficiency. In addition, during all times where the Operating Account has a negative balance, Broker and its representatives shall be relieved from all responsibilities, if any, to arrange, coordinate, or advance funds to make any repairs (including emergency repairs) to the Property, and the only obligation which Broker or its representatives shall have to Owner will be to process any rental or other payments received. When Broker collects funds from the rental of the Property, Broker shall deliver to Owner the net proceeds from the rent after deducting the commission, fees, and any costs and expenses provided for in this Agreement. Owner agrees that no funds shall be paid over by Broker until such time as all funds have cleared Broker's bank.

**B. Basic Management: FOR LONG TERM ONLY. A monthly fee equal to the greater of \$75.00 per month or 10% of gross monthly rent (or any partial month) ("Management Fee").** This service includes receipt of rent, coordination of service calls, visual property assessments for move-in and move-out only, and disbursement of security deposits pursuant to Chapter 83, Florida Statutes. Owner agrees to pay the Management Fee when Property is occupied (including during any eviction period).

**C. Long Distance Telephone/Funds Transfer Charges:** If Broker, in its sole discretion, determines that long distance telephone charges are reasonably necessary to discharge any of its duties hereunder, Owner shall reimburse Broker for such charges. If Broker provides electronic transfer of funds for Owner, Owner shall pay Broker an administrative fee of \$5.00 per transaction.

**D. Cancellation Fees/Tenant Defaults:** If cancellation fees are charged and received from tenants, 100% of such fees will be retained by Broker. Broker shall have the sole authority, in its discretion, to waive any cancellation fees. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the Owner individually or, if Broker agrees to accept such responsibility in writing, Broker may hire an attorney to perform the eviction on behalf of Owner. In such case, all costs and attorneys fees to evict tenant(s) or otherwise shall be paid by Owner in advance and Owner agrees to hold Broker and its representatives harmless for any costs, fees, and damages of any kind relating to or arising out of any legal action taken by Owner, or on Owner's behalf, against a tenant or occupant at the Property.

**E. Repair and Maintenance Administration Fee:** It is common that repairs to the Property may become necessary, either for routine maintenance and repair matters or under emergency circumstances. Broker and its representatives are under no obligation to undertake the retention of vendors, purchase materials, or coordinate any such repairs if insufficient funds exist in Owner's Operating Account to pay for such maintenance, repairs or materials; provided, however, that Broker may, in its sole discretion, elect to advance such funds (but is under no obligation to do so). Subject to the foregoing limitation, Broker will coordinate and otherwise facilitate maintenance and repairs under the following circumstances as specifically set forth below:

1. **Ordinary maintenance and/or minor repairs:** Owner authorizes Broker to coordinate and retain vendors to initiate repairs to the Property, as Broker deems appropriate in its sole discretion, for all ordinary maintenance and/or minor repairs including, but not limited to, those needed to bring the Property into rent-ready condition, that cost no more than an aggregate of \$\_\_\_\_\_ in any one calendar month (not to exceed the amount maintained in Owner's Operating Account at the time such repairs are deemed necessary by Broker). Such maintenance and/or repairs shall be completed at Owner's expense.
2. **Major repairs and/or extraordinary maintenance:** In the event that major repairs and/or extraordinary maintenance to the Property are required (defined as repairs or maintenance in excess of the amount set forth in subparagraph 6(E)(1) above or such repairs or maintenance that Broker deems necessary in its sole discretion to protect the safety of tenant(s), the Property, or others), Owner authorizes Broker to coordinate and retain vendors to perform repairs and/or maintenance to the Property (excluding all repairs that are subject to an insurance claim – see subparagraph (3) below), as Broker deems appropriate, in its sole discretion. Such maintenance and/or repairs shall be completed at Owner's expense.
3. **Repairs and/or maintenance in excess of \$500.00:** In the event that the costs for any repairs and/or maintenance will be in excess of \$500.00, and such repairs and/or maintenance are not of an emergency nature (i.e., requiring prompt action to prevent personal injury, damage to personal property or the Property), Broker will notify Owner regarding the needed repairs and/or maintenance including, if available, the estimated cost for such repair and/or maintenance. Owner may elect to directly retain and coordinate vendors to perform such repairs and/or maintenance by providing Broker notice of such election, in writing, no later than 48 hours after Broker advises Owner of the need for such repairs and/or maintenance at the Property. Absent such an election, Broker may retain vendor(s) to perform the repairs and/or maintenance at Owner's expense. For repairs and/or maintenance that are an emergency, Owner authorizes Broker to coordinate and retain vendors to initiate repairs and/or maintenance to the Property, as Broker deems appropriate in its sole discretion, at Owner's expense. In the event that Broker performs the services set forth in this subparagraph, Owner shall pay Broker an administrative fee equal to the greater of \$75.00 or 10% of the cost thereof.
4. **Insurance Claims and Repairs:** In the event that repairs and/or renovations are needed at the Property for which Owner has insurance coverage (e.g., damage from hurricane, flood, or other casualty), Owner shall promptly notify Owner's insurance carrier of the claim and shall provide Broker with the name, address, and phone number of the insurer and the assigned claim number. If Owner requests that Broker assist in the coordination of repairs subject to an insurance claim by coordinating or retaining vendors and communicating with the insurance company representative, Owner shall pay Broker an additional administrative fee equal to the greater of \$75.00 or 10% of the amount of the insurance claim.

**F. Insurance/Fees/Taxes/Charges:** Owner shall directly pay any condominium maintenance fees, taxes, insurance, mortgages, and other charges. **Owner agrees to maintain liability and property insurance on the Property at all times in an amount not less than the replacement cost of the Property for property insurance and not less than \$100,000.00 per person and \$300,000.00 per occurrence for liability, and shall furnish Broker with proof of insurance.** Owner agrees to name Broker as an additional insured on all such policies. Owner holds Broker, its employees, agents, representatives, and insurers harmless and

shall defend and indemnify them against any and all claims, suits, damages, costs, losses and expenses arising from any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage required in this Agreement.

**G. Inventory Service:** Owner  does  does not (check one) authorize Broker to prepare an inventory of personal property to be left with the Property. An additional cost of \$25.00 per hour will be charged to Owner for this service.

**H. Property Reviews:** Owner  does  does not (check one) authorize Broker to perform a visual review of the Property. Broker will provide Owner with a written report of any adverse conditions observed. The fee for each assessment is \$75.00 and is requested \_\_\_ monthly \_\_\_ quarterly \_\_\_ semi-annually (check one).

**I. Management Turnover:** In the event that this Agreement is terminated or not renewed by Owner, Broker shall provide to Owner all keys and access devices to the Property and a final accounting of all funds in Broker's possession, at which time Owner shall pay to Broker a management turnover fee of \$250.00.

**J. Video Tape Move in inspection and Inventory:** A video tape (DVD) move in inspection will be performed at the cost of \$50, paid by the Owner, for use in the event of a security deposit dispute when a tenant moves out, the tape (DVD) will be held in the Tenants file until the final move out inspection for comparison of normal wear and tear or tenant damages. This may also be used for possible insurance claims.

**7. HOME WARRANTY:** Owner  does or  does not (check one) wish to purchase a home warranty protection plan, which may provide repair and/or replacement coverage for certain appliances and equipment at the Property. Owner is solely responsible for paying all costs associated with any home warranty protection plan and is solely responsible for determining the benefits and limitations contained within the plan. Owner will provide Broker with a copy of the warranty plan if chosen. Owner shall deliver Broker copies of any service contracts or warranties that exist for items at the Property. If no warranties or service contracts are delivered to Broker at the time this Agreement is executed, Broker shall assume none exist.

**8. SALES COMPENSATION:** Owner shall pay Broker a commission in the amount of 6 % (7% if left blank) of the total purchase price, plus **\$295.00** if Owner, (i) during the Initial Term or any Renewal Term, (ii) during the term of any lease procured prior to the termination or expiration of this Agreement (including any lease renewals or extensions thereof), or (iii) within 180 days after the later of the termination or expiration of this Agreement or any such lease (or renewal or extension), transfers or enters into a contract to transfer any interest in the Property (other than by lease to a tenant as set forth herein) to (i) a tenant or relative of tenant, (ii) any person who occupied or resided at the Property with tenant, or (iii) a person or entity who was introduced to the Property through Broker. The foregoing commission shall be paid no later than the closing of the transaction and shall be in addition to any other amounts due Broker under this Agreement. In the event that Owner retains any deposits in connection with such a transaction that does not close for any reason, Broker shall be entitled to 50% of any deposits retained by Owner, not to exceed the sales commission set forth herein.

**9. KEYS AND LOCK BOX:** Upon execution of this Agreement, Owner will provide a minimum of four (4) sets of keys for each door lock at the Property, plus an equal number of security keys, pool keys, and mailbox keys, and at least two (2) sets of garage door openers, gate cards and security passes. Owner authorizes Broker to deliver the key to the Property to any real estate broker, sales associate or property manager for the purpose of showing the Property to prospective tenants. If permitted by Owner, and if available, the Broker will install a lock box on the Property to permit showings to prospective tenants. Owner agrees to secure or remove valuables from the Property. Owner agrees that the lock box is for the Owner's benefit and hereby releases Broker, its representatives, and Broker's local Realtor Board/Association from any and all claims and damages which may arise from or relate to damage, theft, negligence or loss which may occur in connection with the delivery of the keys to the Property or utilization of a lock box. If Property is tenant occupied, Owner must obtain such tenant's written approval before authorizing use of a lock box. Owner  does  does not authorize the use of a lock box system to access the Property.

**10. INVENTORY, DAMAGES, OR MISSING ITEMS:** Owner shall provide any tenant procured under this Agreement with a written inventory of personal items and furnishings left with Property. Broker and its representatives are not responsible for damage to the premises or missing, switched out, lost or damaged items or furnishings under any circumstances, including but not limited to theft, switching out of items, vandalism or negligence of tenant(s), their guests or invitees or any third parties. In the event Owner has missing, lost or damaged items or furnishings, Owner agrees to look solely to the tenant(s) for reimbursement or damages and agrees to hold Broker and its representatives harmless from any such claims or damages. Owner authorizes Broker to purchase items that are missing from the Property or otherwise needing replacement not to exceed \$100.00 without Owner's prior written approval, for which service Owner shall pay Broker a replacement and delivery fee of \_\_\_\_\_ (\$50.00 per event if left blank).

**11. HURRICANES, TROPICAL STORMS, AND CASUALTY PREPARATION/DAMAGES:** Owner shall be solely responsible for securing the Property and any personal belongings of Owner located at or around the Property in advance of any hurricane, tropical storm, or other casualty. In the event that the Property contains hurricane shutters or storm panels, Owner shall be responsible for ensuring that such shutters or panels are installed at the Property no later than the time that a Tropical Storm Warning or Hurricane Watch is issued for the county in which the Property is located (unless tenant agrees to do so in any lease or rental agreement). Broker and its representatives shall not have any obligation to prepare the Property or take precautionary

measures to avoid damage to the Property by hurricanes, tropical storms, or other casualty (e.g., installation of hurricane shutters, removal or securing of items located around the Property unless Broker and Owner have entered into a separate written agreement (which may only be signed on behalf of Broker by its Statewide Director of Property Management and Leasing) regarding such services. Owner agrees to and does hold Broker and its employees, representatives, and insurers harmless from any claims or damages of any kind (including property damage and personal injury to tenant(s) or other occupants at the Property) relating to or resulting from the failure to take precautionary measures to secure or protect the Property from hurricanes, tropical storms, or other casualty.

**12. COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES, ASSESSMENTS AND LOCAL LAWS AND ORDINANCES:**

If the Property is governed by a condominium, homeowner's or other association ("Association"), Owner shall be responsible for ensuring that any lease and tenancy complies with any applicable rules and regulations. Owner agrees to pay all federal, state, and local taxes or assessments that are due or may become due as a result of the leasing or ownership of the Property. Upon commencement of this Agreement, Owner shall provide Broker with any Association application forms and a copy of all applicable covenants, rules and regulations and shall promptly provide Broker with any amendments or modifications thereto. Owner acknowledges that governmental agencies have laws, rules, regulations and/or ordinances which may impact Owner's rental of the Property. Owner agrees to seek appropriate legal advice regarding any such laws rules, regulations, and/or ordinances that may affect the rental of the Property and acknowledges that it is Owner's sole responsibility to comply with any such laws, rules, regulations, and ordinances. In the event that Broker or its representatives are cited or charged (civilly or criminally) for any violation of any rule, regulation or ordinance arising out of or relating to the Property, the rental or management thereof, Owner shall defend and indemnify, and hold Broker and its representatives from any such citation(s) or charge(s).

**13. HOLD HARMLESS/INDEMNIFICATION:**

Owner shall hold harmless and indemnify Broker, its parent and subsidiary companies, affiliates, employees, independent contractors, representatives, shareholders, insurers, successors and assigns, from all claims, suits, damages, costs, losses, fees, penalties, taxes, fines, and expenses of any kind arising from or relating to: (i) Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to any tenant's failure to perform under any agreement or failure to pay any funds due Owner; (iii) dishonored checks from any source; (iv) any injury to person or property occurring on or about the Property; (v) any violation of any federal, state, or municipal law, regulation, or association rule or regulation by any tenant or Owner; (vi) any damages resulting from inaccurate or missing information in the Tenant Report; (vii) any damages resulting from Broker's inability to timely retain vendors or provide materials necessary to repair or secure the Property as agreed in accordance with paragraph 12 due to increased demand for such services or products before or after a hurricane, tropical storm, or other casualty; (viii) any home warranty protection plan purchased by Owner; and (ix) Broker's execution of any documents in accordance with the power of attorney, if any, granted hereunder.

**14. LIEN RIGHTS AND GOVERNING LAW:** Pursuant to Fla. Stat. 475.42(1)(j), Owner authorizes Broker to record a lien against the Property to secure payment of the agreed upon compensation as well as any expenses advanced by Broker on behalf of Owner. This Agreement shall be construed under Florida law.

**15. VENUE, LIMITATION OF LIABILITY AND WAIVER OF JURY TRIAL:**

In the event of any litigation involving Broker or its representatives in any way arising out of or relating to this Agreement, the Property, or the relationship created hereunder, venue shall be exclusively in the state courts of Broward County, Florida. In the event of litigation between Owner and Broker (or its representatives), Owner waives any claim for punitive damages, and any claim for damages of any other nature shall not exceed three (3) times the monthly rent set forth in paragraph 4(b) above or the amount of commissions and management fees paid to Broker in the twelve (12) months prior to the claim being asserted, whichever is less. IN ANY LITIGATION INVOLVING BROKER OR ITS REPRESENTATIVES, BROKER AND OWNER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY.

**16. TAX IDENTIFICATION:**

United States citizens must provide a tax identification number on an IRS Form W-9 and a citizenship statement to be exempt from FIRPTA withholding tax. Non-U.S. citizens may provide a signed form W-8ECI with their ITIN number to be exempt from FIRPTA withholding if allowable by law. Non-U.S. citizens are advised to seek the advice of an accountant and/or tax professional before signing an IRS form W-8ECI.

**17. ENTIRE AND BINDING AGREEMENT:**

This Agreement, which includes the Property Amenities Sheet, Owner's Handbook currently in use by Broker (if any), and all other addenda attached hereto, all of which are incorporated herein, contains the entire agreement between the parties relating to the transaction and services contemplated herein. Notwithstanding any law to the contrary, any modifications to this Agreement shall be invalid unless in writing signed by Owner and Broker. In the event that any provisions of the Owner's Handbook conflict with any provision herein, the provisions of this Agreement shall govern unless otherwise agreed to by Broker and Owner in writing. If any provision or portion of this Agreement is or becomes invalid or unenforceable, all remaining provisions and terms shall continue to be in full force and effect.

**18. SUCCESSORS AND ASSIGNS:**

This Agreement shall be binding upon Broker and Owner, and their respective heirs, administrators, executors, successors and assigns. Owner acknowledges that Broker may assign this Agreement without further consent, and such assignee shall be authorized and required to perform all services hereunder and shall be permitted to enforce this Agreement as if originally named as Broker herein.

19. **BROKER AS ESCROW AGENT:** Owner agrees that Broker may deposit any funds received (including Owner's Operating Account) in a non-interest bearing account (which may be commingled with other owners' funds) with a financial institution chosen by Broker and that the financial institution, Broker or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

20. **NOTICES:** Whenever notice shall be given to Broker by Owner, each such notice shall be sent to the office address of Broker shown at the bottom of this Agreement. Whenever Broker shall give notice to Owner, Broker may send such notice to Owner at Owner's address, fax or Email listed above.

21. **EQUAL HOUSING OPPORTUNITY.** Broker, its representatives and employees are committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, ancestry, gender, age, familial status, disability or any other protected status. Broker's policy is to comply with the letter and spirit of all applicable fair housing and anti-discrimination laws and regulations. Owner agrees to offer the Property to all such persons in strict compliance with all such laws and Broker's policy.

22. **STATE REGISTRATION AND FEES.** Owner authorizes Broker (and shall pay Broker a \$30.00 administrative fee annually) to register the Property under Broker's existing state registration as required under Chapter 509, Florida Statutes with the Florida Division of Hotels and Restaurants. In addition, Owner shall pay Broker a one-time \$5.00 administrative fee to register the Property under Broker's license with the Florida Division of Revenue.

23. **BROKERAGE RELATIONSHIP:** Owner acknowledges that Broker and its representatives are acting on behalf of Broker in a Transaction Broker capacity as defined by Chapter 475, Florida Statutes, and with the duties set forth in Chapter 475.278(2), Florida Statutes.

24. **POWER OF ATTORNEY:** Initial one of the following (*all owners must initial*):

\_\_\_\_\_ **NO POWER OF ATTORNEY:** Owner hereby acknowledges and agrees that neither Broker nor any of its representatives shall have power of attorney with regard to the Property, and that Owner shall be required to sign reservations, leases and other documents. Broker and its representatives shall have no such responsibilities absent a written agreement signed by both Owner and a Coldwell Banker Managing Broker.

\_\_\_\_\_ **POWER OF ATTORNEY:** Owner hereby grants Broker, its representatives, successors and assigns the authority and limited power of attorney to sign reservations, leases and other documents on behalf of and in the place of Owner. Owner agrees that he or she will be bound by such signatures of Broker, its representatives, successors and assigns as if Owner had personally signed.

BY SIGNING BELOW, Owner acknowledges that she/he/it has read and understands the terms of this Agreement and agrees to abide by them. This is intended to be a legally binding document. If Owner does not understand any part of this Agreement, Owner should obtain the advice of an attorney prior to execution.

FINAL ACCEPTANCE: When duly signed by an authorized representative for Coldwell Banker Residential Real Estate, Inc., this Agreement becomes binding on all parties.

\_\_\_\_\_  
Owner Date

\_\_\_\_\_  
Owner Date

Coldwell Banker Residential Real Estate, Inc.

By: \_\_\_\_\_  
Its: MANAGEING BROKER

Property Manager Name: \_\_\_\_\_

Office Address: \_\_\_\_\_ City: \_\_\_\_\_ FL Zip: \_\_\_\_\_



**Reservation Block Calendar (2007 – 2008)**

Property Address: \_\_\_\_\_

Please list all upcoming dates for 2007 and 2008 when the Property will not be open for rental (“Blackout Periods”). A new Reservation Block Calendar must be provided and executed by Owner and Broker every calendar year.

For all Blackout Periods, please indicate whether you wish to have Broker have your unit cleaned or opened prior to you or your guest using the property (all housekeeping charges incurred for such services will be billed to you). Also, please indicate whether you are requesting that keys, your property address, and directions to your property be placed in Broker’s lockbox for pickup by you or your guest after-hours. If you request that these items be placed in Broker’s lockbox, Owner shall hold Broker and its employees and representatives harmless from any and all claims or damages arising from the use of the lockbox for this purpose.

Because Broker will utilize the Blackout calendar in scheduling tenants at the Property, please remember to call for availability before making plans for you or your guests to use the property during any Blackout Period.

**Blackout Periods:**

Start: ___/___/___	End: ___/___/___	Clean: Yes___No___	Lockbox Pick-Up: Yes___No___
Start: ___/___/___	End: ___/___/___	Clean: Yes___No___	Lockbox Pick-Up: Yes___No___
Start: ___/___/___	End: ___/___/___	Clean: Yes___No___	Lockbox Pick-Up: Yes___No___
Start: ___/___/___	End: ___/___/___	Clean: Yes___No___	Lockbox Pick-Up: Yes___No___

Note: For your planning convenience, please note the following holidays for 2007 and 2008:

**2007**

Jan. 1 2007 – Monday – New Years Day  
 Jan. 15 2007 – Monday – MLK, Jr. Day  
 Feb. 19 2007 – Monday – President’s Day  
 May 28 2007 – Monday – Memorial Day  
 July 4 2007 – Wednesday – Independence Day  
 Sept. 3 2007 – Monday – Labor Day  
 Nov. 22 2007 – Thursday – Thanksgiving Day  
 Dec. 25, 2007 – Tuesday – Christmas Day

**2008**

Jan. 1 2008 – Tuesday - New Years Day  
 Jan. 14 2008 – Monday - MLK Jr. Day  
 Feb. 18 2008 – Monday - President’s Day  
 May 26 2008 – Monday – Memorial Day  
 July 4 2008 – Friday - Independence Day  
 Sept. 1 2008 – Monday – Labor Day  
 Nov. 27 2008 – Thursday - Thanksgiving  
 Dec. 25 2008 – Thursday - Christmas

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_