



Phillip Scott Management & Investments, llc

Property Management Division

Property Management Agreement

This property management agreement (“the agreement”) is made and effective on the [Date]

BETWEEN: [Name] hereinafter referred to as the “Owner”

AND: Phillip Scott Management & Investments (PSMI), hereinafter referred to as the “Property Manager”

RECITALS

- A. Owner holds title to the following described real property [Legal description of property], here referred to as the property
- B. PSMI is experienced in the business of managing and operating real estate similar to the above-described property.
- C. Owner desires to engage the services of PSMI to manage and operate the property, and agent desires to provide such services on the following terms and conditions.

1. EMPLOYMENT OF AGENT

PSMI shall act as the exclusive agent of owner to manage, maintain and operate property

2. LEASING OF PROPERTY

PSMI shall make reasonable efforts to lease property, and shall be responsible for all negotiations with prospective tenants. PSMI shall have the

right to make concessions, including rental concessions in the amount of \$_____ and deposit reductions in the amount of \$_____ as inducements to prospective tenants to occupy the property. PSMI will negotiate, draw, and deliver lease to owner for execution.

3. ADVERTISING AND PROMOTIONS

PSMI handles all of its own advertising and marketing at no expense to the owner.

4. MAINTENANCE, OPERATIONS, AND REPAIRS

PSMI shall use its best efforts to ensure that owner's property is maintained in an attractive manner. Should any maintenance issues arise during a tenancy at owner's property PSMI contracts fully licensed and insured company of professionals on call 24hr a day. Owner shall hold PSMI and associates harmless from conflicts and/or damage resulting from 3rd party contracted parties. Expenditures for repairs or alteration in excess of \$100 shall not be made without prior consent from owner, except in the case of emergency, or if PSMI in good faith determines that such expenditures are necessary to protect property from damage, to prevent injury to persons or loss of life.

5. COLLECTION OF INCOME

PSMI shall use its best efforts to collect rent and all other incomes issuing from the property when they become due. It is understood that PSMI does not guarantee the collection of rent. As part of our comprehensive management service PSMI will evict tenants if necessary at no additional charge to owner. If eviction is deemed necessary only court costs will be charged to owner. If at any time during eviction proceedings tenants hire legal counsel PSMI will no longer be able to represent owner. Rent is due on the 1st of every month and is late after the 3rd. A late fee of \$15/day will be assessed starting on the 4th.

6. BANK ACCOUNTS

PSMI will collect all rental income from the property on behalf of the owner. From the revenues collected PSMI shall pay all items with respect to the property for which payment is provided in this agreement, including the compensation of PSMI. After such payments PSMI shall remit any balance of any monthly revenues to owner concurrently with the delivery of the monthly report showing transactions relating to property. This report will be delivered through your secure owner portal through our website (www.phillipscottmi.com). Security deposits collected by PSMI on behalf of owner will be kept in a non-interest bearing account.

7. COMPENSATION OF PSMI

Owner agrees to pay PSMI a fee or fees for services rendered at the rates hereinafter set forth. Such compensation is due and payable on demand and may be deducted by PSMI from receipts due to the Owner.

- A. Tenant Location Package: 1 Months Rent
- B. Comprehensive Management Services Package: ½ Months rent+12% of monthly rent thereafter
- C. Short Term Management Services Package (under 6 month tenancy): 15% of Weekly/Monthly rent
- D. Management Package: 10%
- E. Eviction Service: \$500 + Court Costs

8. TERMINATION AND RENEWAL

This agreement shall be for a term of one year commencing on [date], and renewing automatically. Either party may terminate this agreement by providing 30 days written notice. Upon termination all moneys owned to PSMI are due within 3 business days.

9. SALE OF PROPERTY

Owner hereby stipulates that property is not presently listed for sale. As a client of PSMI should owner decide to list property for sale our residential sales department will provide a free CMA and assist in the selling process. If property is listed outside of PSMI owner will notify and give access to listing agent to ensure right of quiet enjoyment to current tenants. If owner does sell property while under management of PSMI, upon executed sale all monies owed to PSMI is due within 3 business days.

10. GOVERNING LAW

The agreement has been made and entered into in the state of Florida, and The laws of such state shall govern the validity and interpretation of this agreement, and the performance due hereunder.

11. ARBITRATION

In case of any dispute regarding any terms or performance of the terms of this agreement, the dispute shall be resolved by mediation. If unable to resolve then will be settled by neutral binding arbitration in the county in which the property is located. Each party to any arbitration will pay it's own fee, costs and expenses. Including attorney's fees at all levels, and will equally split the arbitrators fees and administrative fees of arbitration.

12. ATTORNEY FEES

Should either party bring suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

13. Owner Responsibilities

- A. To cooperate with PSMI in carrying out the purpose of this agreement, including providing PSMI with all documents needed by prospective tenant to seek Association or Board approval.
- B. To carry, at owners sole expense, liability and personal property and/or contents insurance. PSMI will not be liable to owner for injuries or damage caused by or to tenant or their guests.
- C. Owner shall promptly disclose any known, unknown or suspected defects including all foreclosure or non-payment issues regarding the property. Such said defects shall be corrected within thirty (30) days if said defects will hinder PSMI ability to rent the property. If owner is aware of any adverse property conditions that may affect the occupancy of the property owner is required to provide these in writing to PSMI upon execution of this agreement.

14. PSMI Responsibilities

- A. Issue an I.R.S 1099 or 1042 form for reporting rental income to owner at year end.
- B. To execute renewals or cancellations of leases, relating to the property; to terminate tenancies; to sign and serve for the owner such notices as PSMI deems appropriate
- C. Drive by and interior inspections of unit rented to ensure proper upkeep of owners property
- D. Handle tenant issues and problems pertaining to maintenance and other issues regarding the property
- E. Collect and disburse any additional income generated by property
- F. Act as a buffer between tenants and owners to promote a solid tenant-landlord relationship

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

PROPERTY OWNER

PSMI AGENT

Authorized Signature

Authorized Signature

Specific Details for
[address]

1. Is property currently occupied? YES NO

If occupied, the lease term expires on _____

2. Do you allow pets at your property? YES NO

a. If yes PSMI suggests that we do NOT allow breeds that have been placed on the "dangerous breed" list i.e. Pit bulls, Rottweiler's, German Shepard's, Doberman Pinchers, and Chows

b. Do you allow: CATS DOGS BOTH

c. Weight Limit: _____LBS

d. Pet Fee: \$_____

3. Owner agrees to a starting listing price of \$_____/Month An evaluation of the listing price will be made after 30 days if unit remains unoccupied.

4. Deposit required: \$_____

5. Association approval required? YES NO

If yes, Application Fee \$_____

6. List below services that are included in the rental price (water, sewer, trash electric, gas, association dues, cable, internet, lawn service, pest control, ect.)

PROPERTY OWNER

PSMI AGENT

Authorized Signature

Authorized Signature

Owner Contact Information

For
[address]

Date: _____

Name: _____

Tax I.D # _____

Home Phone # _____

Work Phone # _____

Facsimile # _____

Address: _____

E-Mail: _____

PSMI ONLINE OWNER PORTAL ACCESS

Your individual secure owner portal corresponds with your property. From your portal you will be able to monitor financial transactions, maintenance performed and communicate with your property manager.

A valid email address must be provided to PSMI to be able to set up your Portal.

Once we activate your Portal you will receive an automated welcome email, which will contain your user name and password.

On the left side of our website (www.phillipscottmi.com) there is a tab titled "Owners"

Click on the "Owners" tab and the log in screen will appear on the bottom of the page. Enter your email address and password that was provided in the welcome email.

Once logged in you will see a row of tabs across the top the screen with the different available features listed. The "My Account" tab on the left is where you will be able to update your personal information including entering your bank account information to get set up for online payments.

To enter your bank account information:

- Go to the My Account Tab along the top
- The second section down will be titled "My Contact Information"
- To the right will be three links (view detail, edit, change email/password)
- Click on Edit
- Enter your personal information and in the last box titled "draw payment method" select E-Check
- Click save
- After you click save there will be three tabs across the top of the page (Edit, Edit Payment Account, and Change Email and Password).
- Click on Edit Payment Account and set up your bank info.
- Click Save.

As always if you have any questions or trouble getting this set up we are a phone call away and more than happy to help.