



## **Property Management Agreement**

This Property Management Agreement (“Agreement”) is entered into as of the date set forth below by and between \_\_\_\_\_

(hereinafter referred to, singularly or collectively, as the “Owner”) and JWB Property Management, LLC, (“Agent”). Owner and Agent shall be collectively referred to herein as the “Parties.” In consideration of the mutual covenants, conditions and promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Appointment and Term.** Owner hereby retains Agent to manage the rental property located at:

\_\_\_\_\_  
(the “Property”) owned or to be owned by Owner, upon the terms hereinafter set forth, for a period of 12 months from the Effective Date (the “Term”). The Effective Date of this Agreement shall be the latter of the date executed by Owner or the date Owner acquires an ownership stake in the Property. **This Agreement replaces and supersedes any prior agreement between Agent and Owner concerning management of the Property.**

2. **Agent’s Responsibilities.** Agent shall have the following responsibilities:

- a. Agent shall list, advertise and attempt to rent the Property in such a manner and utilizing such means as Agent, in its sole discretion, shall determine.
- b. Agent shall make a good faith effort to screen prospective Tenants, including by verifying the employment status and previous rental history of prospective Tenants, based on available information and in accordance with Agent’s standard screening process.
- c. Agent shall manage the Property, including by contracting for necessary repairs; provided, however, that it shall be Owner’s sole responsibility to pay for all work done on the Property.
- d. Agent shall collect all rent and other receipts regarding the Property, render a monthly accounting of receipts, charges and expenses, pay all Property expenses from the available receipts (excluding taxes, insurance and other expenses designated herein as Owner’s responsibility), and remit the balance, if any, to Owner, less Agent’s fees.

3. **Agent’s Authority.** Owner hereby grants Agent the following authority and powers and agrees to assume the expenses in connection herewith:

- a. To display “FOR RENT” signs at the Property; to advertise the Property for sale, to enter into leases of any duration for the Property or any part thereof (including leases longer than one year in duration); to terminate any lease or tenancy; to sign and serve in the name of Owner such notices as are appropriate or necessary to carry out any of Agent’s responsibilities, including but not limited to listing agreements, HUD forms, and marketing materials; to institute and prosecute legal proceedings, lawsuits and other actions; to evict Tenants and to recover possession of the Property; to sue in the name of Owner and recover rents and other sums due, and when expedient in Agent’s opinion, to settle, compromise, and release such actions or suits or reinstate such tenancies; and to offer incentives to prospective Tenants regarding their rent or security deposit.



- b. To make or cause to be made and supervise repairs and alterations, and to perform repairs on the Property; to purchase supplies for Owner's account and pay all bills therefore, including reasonable compensation to third parties. To hire, discharge and supervise all labor and contractors for the operation and maintenance of the premises; provided, however that Agent shall not be responsible for the acts, defaults, or negligence of any contractor or third-party agent.
      - c. To determine, in Agent's sole discretion, any discounts, credits, pro-rated amounts, lease dates, lease lengths, rental amounts, terms, security deposit amounts and payment arrangements regarding the Property, and Agent will not reimburse owner for said determinations.
      - d. To enter into contracts on behalf of the Owner for electricity, gas, fuel, water, telephone, window cleaning, trash or rubbish hauling and other services or such of them as Agent shall deem advisable. Owner will assume the obligation of any contract so entered into at the termination of this Agreement.
4. **Monthly Rent and Deposit.** Agent may enter into any lease of the Property on behalf of Owner which, in Agent's sole discretion, provides a reasonable rental rate and deposit.
5. **Owner's Responsibilities.** Owner shall be responsible for the following:
  - a. Prompt payment of all expenses and charges pertaining to the Property or management of the Property, including but not limited to payment of all costs associated with Agent's exercise of Agent's authority, as described in paragraph 3 above.
  - b. Payment of all real estate and other taxes and governmental charges pertaining to the Property. Agent shall have no responsibility or liability for ensuring that Owner's real estate or other taxes are paid and current.
  - c. Maintaining liability insurance as required in paragraph 11 hereof and any other coverage Owner desires. Agent shall have no responsibility to procure or maintain any insurance coverage pertaining to the Property.
  - d. Payment of any homeowner's or condominium association assessments, fees or dues, and ensuring that any homeowner's or condominium association's records reflect the Owner's proper notice address. Agent shall not be responsible for paying any homeowner's or condominium association assessments, fees or dues or notifying Owner of any charges owed to or action taken by any homeowner's or condominium association.
  - e. In the event the Property is vacant, Owner shall be responsible for lawn maintenance at the Property, cleaning fees and utilities
6. **Management Fees.**
  - a. Owner shall pay Agent ten percent (10%) of gross monthly rent collected as a Monthly Management Fee.
  - b. For each new Tenant placed in the Property (including Tenants occupying the Property prior to Owner's purchase), Owner shall pay Agent a one-time Tenant Placement Fee of one hundred percent (100%) of such Tenant's first month's rent.



- c. For each Tenant that renews his or her lease, Owner shall pay Agent a Renewal Fee of two-hundred fifty dollars (\$250.00) for each renewal.
- d. Agent shall also be entitled to retain any of the following which may be collected from any Tenant: application fees, late fees, background report fees, insufficient check charges, and any fees or costs incurred by Agent and reimbursed by Tenant.

7. **Additional Costs and Fees.** Owner shall pay the following additional costs and fees, as applicable:

- a. If, during the term of this Agreement or within 12 months thereafter, the Property is sold to a Tenant placed by Agent, Owner agrees to pay Agent a sales commission of 3% of the selling price.
- b. All costs associated with utilities are the responsibility of the Owner, not Agent, and will not be reimbursed to Owner.
- c. All legal fees incurred by Agent in connection with the administration of this Agreement will be paid by Owner, including but not limited to: court costs and attorney's fees.
- d. Any sums which, in Agent's sole discretion, should or must be refunded or reimbursed to any Tenant.
- e. Any charges owed to Agent may be deducted from the rents owed to Owner for any Property under management with Agent.

8. **Management Expenses.** Agent is authorized to incur on Owner's behalf, costs and expenses related to management of the Property, including but not limited to expenses for maintenance, improvement or repair of the Property, eviction and other legal expenses, utility charges, leasing and administrative fees (each of the foregoing being referred to herein as a "Management Expense"). Owner shall be solely responsible for any such Management Expense incurred. Agent shall make at least three attempts to notify Owner via the email address or telephone number on file with Agent prior to incurring any expense in excess of four hundred dollars (\$400.00). However, Agent's failure to contact Owner prior to incurring any particular expense shall not relieve Owner of sole responsibility therefor.

9. **Owner Portfolio Account.** Owner shall maintain a Portfolio Account with Agent with a minimum balance of four hundred dollars (\$400.00) for each portfolio owned by Owner and managed by Agent. Agent is authorized to pay any outstanding management expense out of Owner's Portfolio Account. Agent shall replenish Owner's Portfolio Account each month by withholding funds sufficient to bring the balance of the Portfolio Account back to four hundred dollars (\$400.00) from any payment owed to Owner. If Tenant's next monthly rental payment is not sufficient to restore Owner's Portfolio Account to the minimum balance, Owner shall make up any shortfall within 30 days. Agent may also charge any Management Expense to Owner's credit card on file with Agent. Owner hereby authorizes Agent to charge such credit card for Management Expenses without further written or verbal authorization or advance notification. Upon termination of this Agreement, Agent is also authorized to charge Owner's credit card on file for any outstanding or negative balance in Owner's Portfolio Account.

10. **Security Deposits.** Upon termination of any lease for any reason, Agent shall deduct such amounts from Tenant's security deposit that Agent shall determine, in its sole and absolute discretion, are



owed by Tenant for any unpaid rent, damages to the Property or other charges. Owner agrees that Agent's determination regarding deductions from security deposits shall be final and binding upon Owner.

11. **Indemnification and Insurance.** Owner agrees to indemnify and hold Agent and Agent's officers, directors, employees and agents harmless from all damages, lawsuits, and liabilities arising out of or in connection with the management of the Property and any other properties managed by Agent. Owner shall maintain at Owner's expense an insurance policy with a minimum of \$300,000 liability coverage for injuries suffered by employees, contractors, Tenants, or other persons at the Property (the "Liability Insurance"). Agent shall be named as an additional interest on the Liability Insurance. If Owner fails to procure or continuously maintain the Liability Insurance, Owner shall indemnify Agent and Agent's officers, directors, employees and agents from any claim, liability or loss which would or could have been covered by an appropriate Liability Insurance policy. Owner represents that it has procured and shall maintain the following insurance coverage:

12. **Pet Policy.** Agent shall be permitted to enter into leases which allow Tenants to keep pets on the Property. If Agent enters into a lease which permits pets, Agent shall collect     \$500     as a pet fee.

13. **Automatic Renewal; Termination.** Unless either party shall give written notice of their intent not to renew this Agreement at least 30 days prior to the end of the Term (including any renewal term), this Agreement shall automatically be renewed for an additional 12-month period under the same terms and conditions. Either party may terminate this Agreement upon 30 days advance written notice to the other party. Notwithstanding the forgoing, Agent may terminate this Agreement immediately and without notice if, in Agent's sole discretion: (i) Owner fails or refuses to pay any fee owed to Agent or to cooperate with Agent in the management of the Property; (ii) Owner's actions or other circumstances present a risk of harm to Agent, any Tenant or the Property.

14. **Termination Fee.** Notwithstanding anything to the contrary contained herein, if Owner terminates this Agreement prior to the end of the Term (including any renewal Term), Owner shall pay a Termination Fee equal to the total Monthly Management Fees which would have been earned by Agent from the date of termination through the earlier of the following: (i) the remaining term of any then-current Tenant's lease; or (ii) the remainder of the original Term of this Agreement. This provision shall survive termination of this Agreement.

15. **Assignment.** This Agreement shall be binding upon the successors and assigns of Agent, and the heirs, administrators, executors, successors, assigns and successors-in-interest of Owner. However, notwithstanding anything to the contrary contained herein, Owner may not assign this Agreement without the prior written approval of Agent.

16. **Limitation of Liability.** Agent shall not responsible for, and Owner releases Agent from and indemnifies Agent against, any and all losses, damage, or liability, including attorneys' fees and costs, arising out of or relating to the following:

- (i) any damage caused by any Tenant, or any repairman, contractor or agent hired by Agent;



- (ii) any lien filed against property due to Owner's failure to pay for any repair or improvement, homeowner's or condominium association fee, tax or governmental charge or any other cost or fees associated with the Property;
- (iii) any damage to the Property or any other property resulting from conditions not reported to Agent by the Tenant or otherwise;
- (iv) damage or injury to any property or person incurred on, or pertaining or relating to the Property; and
- (v) all other matters, incidents or circumstances, pertaining or relating to the Property or management of the Property, unless caused by the gross negligence or willful misconduct of Agent. Under no circumstances shall Agent be responsible for incidental, special or consequential damages incurred by Owner. The provisions of this paragraph shall survive the termination of this Agreement.

17. **Enforcement; Choice of Venue and Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The sole and exclusive venue for any dispute between or involving the Parties arising out of or related to this Agreement or the relationship of the parties shall be a court of competent jurisdiction in Duval County, Florida.

18. **Counterparts.** This Agreement may be executed in one or several counterparts, each which shall be deemed an original Agreement, and all of which together shall constitute one and the same instrument.

19. **Notices.** Any notice required to be given to Owner hereunder may be given by e-mail or written correspondence to the e-mail address or post office address specified below. Owner shall promptly notify Agent in writing of any change in e-mail address, telephone number or address and shall be solely responsible for any loss or damage arising out of Owner's failure to do so.

20. **Acceptance of Risk.** Owner acknowledges that there are inherent risks in investing in real estate and owning rental property. Agent shall not be responsible to Owner for changes in the value or condition of the Property, increases in decreases in rental rates, income or values, or any other matter or risk inherent to investment in real estate.

*[End of Agreement. Signatures to Follow on Next Page.]*



**JWB PROPERTY MANAGEMENT, LLC:**

By: \_\_\_\_\_  
Its: Authorized Representative

DATE: \_\_\_\_\_

**OWNER:**

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONTACT INFORMATION FOR OWNER:**

Telephone Number(s): \_\_\_\_\_

E-mail Addresses: \_\_\_\_\_

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

**Credit Card Authorization**

Owner hereby authorizes Agent to charge any outstanding balance owed by Owner upon termination of this Agreement to the following credit card:

Card Number:  
\_\_\_\_\_

Name on Card:  
\_\_\_\_\_

Expiration Date:  
\_\_\_\_\_

Security Code:  
\_\_\_\_\_

Billing Address:  
\_\_\_\_\_  
\_\_\_\_\_

Card Type:  
\_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_