

THE FOLLOWING IS A LIST OF THE ITEMS NEEDED TO SET UP YOUR NEW PROPERTY ACCOUNT:

- A Management Agreement signed by *all* owners of the property.
- **If applicable** a completed Lead-Based Paint Hazard Disclosure form. *This form only applies to houses built before 1978. Disregard this form if the property was built after 1978.*
- **All keys pertaining to the rental property**, i.e. house keys, pool keys, garage door opener remotes, and gate entry cards and/or remotes to the community. Three (3) set of keys is ideal. If you don't have that many, we can make duplicates. For liability and security reasons, if the property has been occupied – either by owner or tenant – locks will be re-keyed before a new tenant moves in. Therefore, don't duplicate keys unnecessarily.
- A copy of your insurance policy naming Pioneer Realty of Florida and Poinciana as an additional insured. See the "Property Owner's Handbook" page 13, and the Management Agreement page 3, V(B,D), for explanation.
- **If applicable**, a copy of any current Lease Agreement and Assignment from previous landlord to Pioneer Realty of Florida and Poinciana, Tenant names, and contact information.
- **If applicable**, security deposits for any existing tenants.
- A completed and signed W-9 form providing your Social Security Number or Taxpayer Identification Number, or other applicable taxpayer form (i.e. W-8, 4224) for non-U.S. citizens for **anyone who will receive income off the rent.**
- All parties on the Deed of the home, verified thru Public Records, must sign the Property Management agreement and provide a copy of their Driver's License.
- A check in the amount of \$250.00 made payable to Pioneer Realty of Florida and Poinciana to fund your escrow account.
- If applicable, a completed "Authorization for Automatic Deposits" form with a voided check attached (for electronic deposit of funds into your bank account each month).

Thank you for your consideration. We look forward to a prosperous business relationship in the years to come.

Pioneer Realty of Florida and Poinciana

850 Towne Center Drive

Kissimmee, Florida 34759

Phone: (407) 933-5478 / Fax: (407) 933-0954



Pioneer Realty of Florida and Poinciana does business in accordance with the Fair Housing Act and does not discriminate on the basis of race, creed, religion, age, sex, familial status, marital status, disability, color, national origin, sexual orientation or any other protected basis. Equal Housing Opportunity

THIS AGREEMENT made and entered into by and between

(list every owner of record of premises to be rented)

hereinafter referred to as "Owner," and Pioneer Realty of Florida and Poinciana hereinafter referred to as "Agent," for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE:

Owner hereby employs Agent exclusively, giving Agent the exclusive right to rent, lease and manage Owner's property (hereinafter called the "Premises") known as

Property Address:

Under the terms and conditions herein set forth. Agent agrees to accept the management of the Premises, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for the renting, leasing, and management of the Premises. Owner invests Agent with full power and authority to do and perform all and every lawful act and things necessary for the purposes of eviction and/or collection of rents and/or other monies due and any lawful action deemed necessary or prudent in Agent's judgment in regard to the Premises. Agent may do so in the name of the Owner, in Agent's name alone, or in the names of both.

II. TERM:

This Agreement shall commence on _____ (date), is perpetual, and shall end with either Owner or Agent shall give the other party notice of intent to terminate according to terms stipulated in section VII of this Agreement. This contract is valid for twelve (12) months and is self-renewing for an additional twelve (12) months on every anniversary of the original signing unless otherwise cancelled in writing.

III. MANAGEMENT AUTHORITY AND AGENT RESPONSIBILITIES:

Owner expressly grants to Agent the following authority, power and rights, any or all of which may be exercised in the name of the Owner, in Agent's name alone, or in the names of both, and Owner shall assume all responsibilities for expenses in connection herewith, and shall reimburse or pay in advance all expenses incurred or to be incurred by Agent pursuant to this Agreement.

- A. Full management and control of the Premises with authority to collect all rent and other monies and securities from Tenants in the Premises, and issue receipts for same.
- B. The exclusive right to accept and qualify applications for rental and to perform credit checks and other screening services on applicants, and the exclusive right to approve or decline such applicants according to company policies.
- C. To prepare and negotiate new leases and renewals of existing leases in which agent is authorized to execute leases and renewals for a maximum of one year at a time or for longer periods with Owner approval.

- D. To have repairs made, to purchase necessary supplies, to provide for all negotiating and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by Owner and/or Agent or to comply with applicable building, housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. On each improvement, maintenance or repair item that shall exceed two hundred fifty dollars (\$250.00) in cost – except for emergency repairs – Owner’s approval shall first be obtained.
- E. To change locks on the Premises between tenancies for safety and security reasons and charge expense to Owner’s account.
- F. To place “For Rent” signs on the Premises unless prohibited by applicable bylaws or local ordinance.
- G. To serve any and all applicable legal notices upon Tenants and to prosecute legal actions to terminate tenancies, evict Tenants and recover rents and any other sums due, and when necessary employing for these purposes a reputable attorney with monies to be fronted by the owner but refunded via the security deposit upon move out.
- H. To collect from Applicants or Tenants any or all of the following: application fees, transaction fees, late rent fees, non-negotiable check fees, re-leasing fees, lease modification fees, legal notice service fees, or any other fees that may now or in the future become a Tenant obligation. All such fees shall belong to Agent to offset Agent’s extra time and expense for handling additional work and responsibilities related to such fees, and Agent need not account for such fees to Owner. First funds collected from Tenant each month shall be applied to Tenant obligations chronologically beginning with the earliest obligation incurred. Any outstanding Tenant obligations at end of tenancy may be deducted from Tenant’s security deposit.
- I. To submit all available properties for rent, including those of other Client/Owners and of Agent, to all interested parties.
- J. To accept or decline checks for rental and other payments due from Tenants according to company policies. Agent shall not be held liable for bad checks or money not collected. Owner shall reimburse Agent for any sums disbursed on the faith of such checks should they be uncollectible for any reason.
- K. To make every reasonable effort to collect rents and other monies from Tenant when and as they become due, however, Agent does not guarantee the payment of Tenant obligations. Agent may employ collection agencies, attorneys, or any other reasonable and lawful means to assist in the collection of any outstanding Tenant obligation.
- L. To render monthly statements to Owner of income and expenses and to disburse to Owner the net proceeds of such accounting. Statements and financial disbursements will be made monthly—customarily between the eight (8th) day and twelfth (12th) day of each month, but in no case will disbursements be made until Tenant funds have cleared Agent’s bank. In the event disbursements should be in excess of income collected, Owner shall pay such excess promptly to Agent. Agent may reserve Owner’s funds to meet obligations that are or may become due thereafter and for which current income may not be adequate.
- M. To deposit all receipts collected for Owner or held on behalf of Tenant in trust accounts separate from Agent’s personal funds. However, Agent shall not be held liable in the event of bankruptcy or failure of a depository (such as a bank or banking institution). Agent may require releases from all parties in the event of a controversy before disbursing trust funds.
- N. To arrange for authorized individuals to inspect, survey or view the Premises as directed by Owner.
- O. In the event Tenant damages, the Premises or owes any monies to Owner or Agent, Agent is given the exclusive authority to determine in its professional judgment the amount due, to charge Tenant accordingly, and/or settle with Tenant upon advise of Agent’s legal counsel. Agent shall not be held liable for any failure to make a claim for any damages that were not readily apparent to Agent.

- P. Agent shall not be responsible to take any precautionary measures to avoid any damages from hurricanes, tropical storms, acts of God or other disasters unless mutually agreed to in writing between Owner and Agent.
- Q. To make claims upon the security deposit on behalf of Owner and Agent shall not be held liable for any failure to make claim(s) for any damages that were not readily apparent to Agent. To resolve disputes over security deposits and any other sums due Agent is authorized to compromise and settle claims on Owners behalf as maybe necessary prudent in Agents judgment. Agent may use any lawful means to resolve such disputes and all costs, including but not limited to, reasonable attorney fees, shall be paid by Owner.
- R. To provide security deposit evaluations to Owner and submit recommendations and cost estimates, if any, to Owner at the expiration of a tenancy.
- S. To honor Owners preference with respect to allowing animals to be kept on the Premises. Animals—other than animals trained or used for assisted living purposes—will be permitted only with prior approval from Owner.
- T. Agent is clothed with such other general authority and power as maybe necessary or expedient to carry out the spirit and intent of this Agreement. Agent assumes no responsibility for any other services unless agreed to in writing.
- U. Owner(s) give Pioneer Realty of Florida and Poinciana authorization to advertise the above mentioned property on any and all advertising sources in the name of the broker and any of their affiliated company names that include, but are not limited to Pioneer Realty of Florida and Poinciana, RE/MAX PIONEER, Innovation Property Management, Inc. and Hara Management Inc. This is solely for advertising purposes for renting/leasing the home and will not affect Pioneer Realty of Florida and Poinciana as the property management company that will manage the property.

IV. OWNER PROVIDES THE FOLLOWING ASSURANCES

- A. That he/she/they constitute all of the Owners of the Premises and will provide a copy of the deed if requested by Agent. That he/she/they have full power and authority to hire Agent and have the right to receive income proceeds from the Premises and that this power, authority, and right have not been assigned, or transferred to others.
- B. That all mortgages, taxes, insurance and association dues are currently paid and are not in default, that the Premises is not now the subject of a foreclosure or pending foreclosure action. In the event a foreclosure action is files against Owner, Agent shall be notified immediately in writing. A foreclosure action shall be sufficient reason for immediate termination of this agreement by Agent. Owner shall indemnify, defend and save Agent harmless in any foreclosure action.
- C. In the event that Owner defaults on any of the terms mentioned in the paragraph above, Pioneer Realty of Florida and Poinciana reserves the right to cancel any lease between a homeowner and a tenant in which the tenants have been served foreclosure papers by the court or local sheriff, thus forgiving the remainder of the lease. Upon the tenant vacating the premises, an agent from Pioneer Realty of Florida and Poinciana will inspect the property making sure it is left in a suitable manner and disburse the security deposit in accordance with the Florida security deposit laws. Should the property be left in less than suitable condition, the security deposited will be used to repair the premises.

V. OWNER ACCEPTS THE FOLLOWING RESPONSIBILITIES:

- A. To keep Agent informed of any changes of Ownership interest in the Premises.
- B. To be responsible for payment of the following recurring expenses: mortgage payments, taxes, fire, or other insurance premiums, Homeowner/Condominium Association obligations, and any other recurring expenses unless that responsibility has been accepted by Agent in writing. Agent shall not be required to advance his own money to pay any Owner obligations, including recurring expenses. Agent shall not be responsible for making payments for Owner obligations, including recurring expenses, unless Owner shall have provided sufficient funds to cover same period. Monthly income collected, if any, shall be applied chronologically beginning with the earliest obligation, including Agents compensation, and the remaining, if any, shall be available for remaining

obligations and recurring expenses. Owner assumes full responsibility for any consequences resulting from late payment or non-payment of any obligation or recurring expense should Agent be unable to make set payments due to insufficient funds on hand, lack of income from the Premises, non-delivery or delay of mail, or for any other reason beyond Agents control.

- C. To provide Agent with current and up-to-date copies of any applicable Condominiums and Homeowner association rules and regulations. In the event tenant fails to comply with the rules and regulations and the Association or Board levies fees, fines, or assessments against Owner, Agent shall not be liable for the payment of such obligations.
- D. To keep Premises adequately insured by carrying, at Owners expense, such public liability, property damage insurance as shall be adequate to protect the interests of both Agent and Owner. Such policies shall name Agent as well as Owner as the party insured, and Owner shall provide Agent with a copy of insurance policy within seven (7) days of the execution of this agreement. Owner shall immediately notify Agent in writing should insurance lapse. Lack of or lapse of insurance coverage on Premises shall be sufficient reason for immediate termination of this agreement by Agent.
- E. To keep Agent informed in writing of any changes of Owners mailing address and phone numbers.
- F. To place in reserve with Agent **two hundred fifty dollars (\$250.00)** per property/unit, or such other amount as maybe jointly agreed to by Owner and Agent, for the purpose of maintenance, repairs, or other expenses that may arise, and authorizes Agent to replenish this reserve from rents collected.
- G. To cooperate fully with Agent in complying with all applicable building, housing, and health codes, as well as applicable fair housing regulations. The Premises shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preference.
- H. To indemnify, defend, and save Agent harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of an injury or death to any person or persons or damaged to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the rental, leasing, and management of the Premises or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to Agent.
- I. That Agent shall not be liable for any woeful neglect, abuse or damage to Premises by Tenants or others nor for loss of or damage to any personal property of Owner or Tenant including loss due to exchange or theft by Tenants or others. Agent shall not be responsible for non-payment of or theft of any utility service by Tenant. Agent shall not be held liable for any error if judgment or mistake of law except in cases of willful misconduct or gross negligence.
- J. Owner _____ will allow or _____ not allow pets (up to two) in a home with a pet fee of \$300.00 per pet. (Not including service animal).
- K. Owner acknowledges that should an eviction be filed, they will be responsible for paying for the eviction costs up front directly to the attorney and will be refunded out of the security deposit upon its disbursement. Fees vary depending on number of occupants as well as court costs. Owners are also responsible for a \$45 lease charge for new tenants for attorney to draw up lease and \$25 upon renewal.

VI. MANAGEMENT COMPENSATION

In consideration of the services to be rendered by Agent, Owner shall pay Agent each month any and all of the following forms of compensation as maybe applicable as they become due:

- A. **FOR MANAGEMENT:** Ten percent (10%) of the gross monthly rents collected. Should a security deposit claim be made to cover any unpaid rent, management fess will be applicable to such rent also. Any and all late fees and NSF charges remain the property of the broker at time of collection.

- B. **FOR LEASING:** A leasing fee of 50% of the first month's rent is due at the beginning of each new tenancy. This excludes any concessions made to attract new tenants.
- C. **RENEWALS:** A renewal fee of one hundred dollars (\$100.00) due upon the renewal of leases. Any extension of the tenant occupancy shall be deemed a renewal of the previous rental term for the purpose of renewal compensation.
- D. **LIQUIDATED DAMAGES:** Agent is entitled to ten percent (10%) of any liquidated damages that arise out of withholding monies from security deposit monies should it be forfeited by the tenant.
- E. **EXTENDED MANAGEMENT SERVICES:** Owner will be billed \$65.00 per billable hour for any duties that extend beyond the scope of traditional and/or reasonable management services. Fee will not be billed if it is approved and discussed with Owner prior to the work being done.

VII. TERMINATION:

- A. Either Owner or Agent may terminate this agreement at any time by giving the other party sixty (60) days written notice of termination. Should owner terminate this agreement with a tenant secured by Pioneer Realty of Florida and Poinciana in the home, Owner shall pay Agent the remaining management fee for the remainder of the current lease.
- B. Owner may terminate this agreement immediately in writing if Agent has not committed to a tenant for the Premises with a \$250.00 cancellation fee within twelve (12) months of this contract originally being signed. After twelve (12) months, Owner may cancel agreement with thirty (30) day notice without penalty as long as the property is vacant.
- C. Agent may terminate this agreement immediately with written notice if, in the opinion of Agents legal consul, Owners action or inaction appear to be illegal, improper, abusive, threatening, unprofessional, or jeopardizes safety or welfare of tenants or others.
- D. All provisions of this agreement that indemnify, defend, and save Agent harmless to any and all matters shall survive any termination of this agreement.
- E. Agent may withhold funds for thirty (30) days after the end of the month in which this agreement is terminated to pay any obligations previously incurred but not yet invoiced and to close accounts. If the funds on hand are insufficient to pay such obligations, Owner shall pay Agent the deficit within thirty (30) days of termination date.
- F. In the event this agreement is terminated by either Owner or Agent, regardless of cause, the parties agree that Agent shall have no further obligation to rent, lease, or manage the Premises.

VIII. MODIFICATION OF THIS AGREEMENT:

Agent may change the terms of this agreement by giving sixty (60) days written notice to Owner. The sixty (60) days shall be counted from the date noticed was mailed. Should no written objection be forth coming from Owner within the sixty (60) day period, Owners acceptance of set changes will be presumed. Any exception would be a change required by applicable statute or regulation in which case the change would become effective according to the time period required by such statute or regulation.

IX. OWNER AND AGENT MUTUALLY AGREE:

- A. That this agreement shall be governed by and construed in accordance with the laws of the state of Florida. Should one or more of the provisions contained in this agreement be held to be invalid, illegal, or unenforceable, that disability shall not affect any other provision of this agreement.
- B. That in the event legal procedures are necessary to enforce any provision of this agreement the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees. Venue for any action shall be in Osceola County, Florida.

X. Affiliation Disclosure

THIS GIVES YOU NOTICE that RE/MAX PIONEER (real estate), Pioneer Realty of Florida and Poinciana (property management), Innovation Property Management, Inc. (property management) and Hara Management Inc. (Association Management) have a business relationship with each other and are owned and operated by the same owners.

Because of these relationships, a referral to the companies listed may provide the Broker or associate a financial or other benefit. You are NOT required to use any of the companies noted above as a condition for purchase, sale, property management or association management for the subject property.

XI. OTHER TERMS OF MUTUAL AGREEMENT

XII. NOTICES:

For purposes of this Agreement, all notices required herein shall be deemed to have been served upon the other party when mailed to the following addresses or to such other address as shall be changed in *writing*, properly notifying the other party:

Agent: Pioneer Realty of Florida and Poinciana
850 Towne Center Drive
Kissimmee, FL 34759

Office Phone: (407) 933-5478
Fax Number: (407) 933-0954
E-mail: info@pioneerrealtyonline.com

OWNER NAME (1) (print): _____

OWNER NAME (2) (print): _____

MAILING ADDRESS (print):

COUNTRY: _____

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE: _____ FAX PHONE: _____

ADDITIONAL #: _____ ADDITIONAL #: _____

EMAIL ADDRESS: _____ ALTERNATE EMAIL: _____

SOC SEC # TAXPAYER ID # (Owner 1) _____

SOC SEC # TAXPAYER ID # (Owner 2) _____

OWNER NET CHECK MADE PAYABLE TO: _____

XIII. ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS:

This Agreement embodies the entire understanding of the parties. All prior contemporaneous agreements, understandings, representations, warranties, or statements, oral or written, are merged into this Agreement. This Agreement shall become binding upon the successors and assigns of Agent, and the heirs, administrators, executors, successors, and assigns of Owner, and may be sold or assigned by Agent to any person or entity legally qualified to fulfill its terms.

OWNER SIGNATURE (1): _____ DATE: _____

OWNER SIGNATURE (2): _____ DATE: _____

AGENT SIGNATURE: _____ DATE: _____

AUTHORIZATION FOR AUTOMATIC DEPOSITS
(ACH CREDITS- Automatic Clearing House)

I/We authorize **Pioneer Realty of Florida and Poinciana, 850 Towne Center Drive, Kissimmee, FL 34759** as Originating company to initiate credit entries and adjustments for any credit entries to my/our account(s) listed below.

Proceeds For Address _____

NAME(S) ON BANK ACCOUNT:

TRANSIT/ABA NO.

ACCOUNT NUMBER

TYPE OF ACCT.

Checking

Savings

.....
FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH ADDRESS:

PHONE NUMBER:

.....
The authority is to remain in full force until Pioneer Realty of Florida and Poinciana has received written notification from me (or either of us) of its termination in such manner as to afford the company a reasonable opportunity to act on it

Owner's Signature: _____

Date: _____

Owner's Signature: _____

Date: _____

PLEASE ATTACH A VOIDED CHECK TO AUTHORIZATION FORM

_____ Updated _____ Keep the Same

850 Towne Center Drive

Kissimmee, Florida 34759

Phone: (407) 933-5478 / Fax: (407) 933-0954

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

PROPERTY ADDRESS: _____

Lessor's Disclosure (initial)

A. _____ Presence of lead-based paint hazards (check one below):

_____ Known Lead-based paint and/or lead-based hazards are present in the housing (explain):

_____ Lessor has no knowledge of lead-based paint and/or lead based paint hazards in the housing.

B. _____ Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____ Lessor has no reports or records pertaining to lead based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

C. _____ Lessee has received copies of all information listed above.

D. _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

E. _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor _____ Date _____

Lessee _____ Date _____

Lessor _____ Date _____

Lessee _____ Date _____

