

**READ BEFORE PROCEEDING**

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For and in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt of which is hereby acknowledged, this agreement is made by and between \_\_\_\_\_ hereinafter referred to as "OWNER" and URBANISTA BROKERS, INC., hereinafter referred to as "BROKER".

EXCLUSIVE AGENCY: OWNER employs BROKER exclusively and solely to rent, lease, operate, control and manage the property known as \_\_\_\_\_ upon the terms and conditions as hereinafter set forth.

**Proposed Initial Rent: \$** \_\_\_\_\_ **Proposed Initial Security Deposit: \$** \_\_\_\_\_

The parties do not intend by this Agreement to create a partnership or joint venture, but to merely set forth the terms upon which BROKER shall manage the property for and on behalf of OWNER.

**TERM:** It is mutually agreed by and between the parties, their assigns, and their estate, that this Management Agreement shall remain in full force and effect until the termination pursuant to the terms of the 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 sixty (60) day written notice prior to the next term given by either party to terminate. In the event this agreement is terminated, the BROKER rights provided for in this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to OWNER.

**MANAGER AGREES TO ACCEPT THE FOLLOWING RESPONSIBILITIES:**

- A. To use due diligence in the management of the property for the period and upon the terms herein provided, and agrees to furnish services for the renting, leasing, operating, and management of the property hereinabove described. MANAGER does not guarantee, nor is held liable for non-payment of, rents by the tenants, but MANAGER will make every effort to collect same when and as they become due.
- B. To render monthly statement of income, expenses, and charges, and to remit to OWNER, less disbursements and security deposit of \$ \_\_\_\_\_





**MANAGEMENT AUTHORITY:** The OWNER hereby makes, constitutes and appoints the BROKER his true and lawful AGENT, with power of appointment, and with authority to do and perform any and all lawful actions necessary for the accomplishment of the purposes of the Property Management Agreement and hereby gives the BROKER the following expressed authority and powers, and agrees to assume all expenses incurred by the BROKER in connection therewith.

A. To make every effort to collect rents due or to become due, and to advise owner to adjust rents as conditions may warrant and to require security and damage deposits.

B. To prepare, negotiate, and sign new leases and renewals of existing leases on behalf of OWNER.

C. With OWNER'S prior written consent, to institute legal actions in the name of the OWNER, to evict tenants and to recover possession of the premises, to recover rents and other sums due, to settle, compromise and release such actions.

D. To collect security deposits, rents, and other deposits and to deposit receipts collected for OWNER in an escrow account with a FDIC qualified banking institution. BROKER shall not incur liability for bankruptcy/failure of the depository.

E. To collect for the benefit of the OWNER all late fees and non-negotiable check charges.

F. To authorize the BROKER to establish a maintenance reserve not to exceed \$ \_\_\_\_\_ per unit and to accumulate and replenish said reserve from rents collected. BROKER is given the right to spend the amount not to exceed \$ \_\_\_\_\_ in any one month for any single repair, and pay for same out of OWNER'S funds, and, if inadequate, OWNER shall be billed for the difference. In case of any repairs the BROKER deems an emergency, i.e. air conditioning, heat, refrigerator, range or plumbing, septic tanks, or any other repair BROKER deems an emergency and or necessary for safety of the tenants, BROKER has authority to institute repairs, anything under \$ \_\_\_\_\_. OWNER agrees that they shall hold BROKER harmless for any and all damages caused by Tenant.

G. OWNER agrees to turn utilities on during vacancy periods for maintenance purposes or if home has a pool or irrigation system. OWNER further understands that BROKER will have the locks changed on the property between each tenant at the OWNER'S expense.

H. To advertise the premises and to display signs thereon.

I. BROKER is granted by the OWNER the right to inspect the property at such times as the BROKER deems necessary, to collect all rental and other funds that may be due to OWNER, to cooperate with other BROKERS as BROKER may see fit, to require release from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property. BROKER is given the power to make claims upon the security deposit on behalf of OWNER and BROKER shall not be held liable for any failure to make a claim on any damages, which were not readily apparent to BROKER.

**Multiple Listing Service:** Placing the Property in a multiple listing service (the "MLS") is beneficial to Seller because the Property will be exposed to a large number of potential buyers. As a MLS participant, Broker is obligated to timely deliver this listing to the MLS. This listing will be promptly published in the MLS unless Seller directs Broker otherwise in writing. Seller authorizes Broker to report to the MLS this listing information and price, terms, and financing information on any resulting sale for use by authorized Board / Association members and MLS participants and subscribers unless Seller directs Broker otherwise in writing.

**Brokerage Relationship:** Broker will act as a transaction broker. Broker will deal honestly and fairly; will account for all funds; will use skill, care, and diligence in the transaction; will disclose all known facts that materially affect the value of the residential property which are not readily observable to the buyer; will present all offers and counteroffers in a timely manner unless directed otherwise in writing; and will have limited confidentiality with Seller unless waived in writing.





**CONDOMINIUM/HOMEOWNERS ASSOCIATION:** In a condominium unit, the lease shall be subject the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the OWNER shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and OWNER agrees to indemnify BROKER for payment of same. In the event TENANT(s) fail to comply with the rules and regulations and the association, or the Board levies fines or assessments against the OWNER, OWNER agrees that BROKER is in no way liable for payment of any fees, fines or assessments. OWNER acknowledges that all Condominium/Homeowners Association fees are current and paid in full and that no LIENS have been applied.

**LEASING AND MANAGEMENT:** BROKER is given the exclusive right to screen and approve or disapprove prospective Tenant(s) and to deliver, on OWNER'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, will be instituted by BROKER at BROKERS discretion and as necessary, BROKER shall hire an attorney to perform the eviction. Costs and attorney's fees to evict Tenant(s) or otherwise will be paid by OWNER and OWNER agrees to hold BROKER 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, OWNER agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. OWNER warrants that the unit being managed is legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. BROKER OR BROKERS AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASE(S).

**NOTICES:** For purpose of this Agreement, all notices required herein shall be deemed to have been served upon the other party when mailed via overnight courier (UPS/FEDEX) to the following addresses or to such other address as shall be changed IN WRITING, properly notifying the other party.

**Broker:**

URBANISTA BROKERS, INC.  
420 East Church St. #115  
Orlando, FL 32801  
Phone: 407-228-1121  
Fax: 407-228-1331

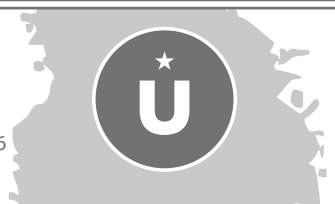
**Owner:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FEES:** OWNER agrees to pay BROKER as follows:

a. Leasing Fee: \$\_\_\_\_\_ (\_\_\_\_%) of the monthly income for execution of a lease agreement during the first full month of the agreement to any new tenant, to be paid out of the first full month's rent. BROKER will re-rent at no charge if tenant breaches the lease and rent collected is less than 1/2 of the lease term.

b. Management Fee: \$\_\_\_\_\_ (\_\_\_\_%) of the monthly rent or a minimum of \$\_\_\_\_\_ beginning with the first month of the lease agreement.





c. Renewal Fee: \$ \_\_\_\_\_ of one month's rent of the unit as a leasing fee for each lease renewal. Renewal fees will still be applicable if OWNER elects to go month to month with the current tenant.

d. Sales Commission: If OWNER decides to sell the property to the tenant, OWNER will pay BROKER a ( \_\_\_\_\_ %) sales commission.

e. Other Fees: For coordination of repairs, replacement or rehabilitation; if any one repair, replacement or sequence rehabilitation which is coordinated by BROKER exceeds \$ \_\_\_\_\_, \_\_\_\_\_ of the amount shall be paid by OWNER to BROKER upon completion thereof as a fee for supervision and management.

**PROCEEDS:** BROKER shall send OWNER the proceeds collected from the rental of property minus the rental/ management commission and any costs and expenses provided for in the agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER'S banks, as required by law. NOTE: Rent receipts are processed during the first week of each month and typically mailed on the tenth (10th) day of that month. Be advised that due to processing time and potential repair expenses, you will need to reserve funds to stay a month ahead of your mortgage payment. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession or execute a lease, said deposit, if retained, shall be disbursed fifty percent (50%) to BROKER. BROKER retains the right to refund this deposit to prospective Tenant in full or part upon the advice of legal counsel.

**HOLD HARMLESS:** OWNER agrees to hold the BROKER harmless from all damage suits in connection with the management of the herein described property except for willful negligence and to carry at his own expense, adequate public liability. If suit is brought to collect the BROKER'S compensation or if BROKER successfully defends any action brought against BROKER by OWNER relating to the property, or BROKER'S management thereof, OWNER agrees to pay all costs incurred by BROKER in connection with such action, including a reasonable attorney's fee.

**OWNER AND PROPERTY INFORMATION IS ATTACHED AS PAGE 5 OF THIS AGREEMENT.**

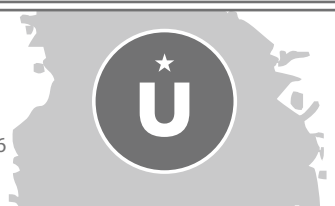
**OTHER TERMS OF MUTUAL AGREEMENT:**

\_\_\_\_\_  
\_\_\_\_\_

**Misc.:**

1. Governing Law, Venue, Severability. This agreement shall be governed by the laws of the State of Florida. Venue shall be proper only in Orange County, Florida. If any one or more of the provisions of this agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this agreement shall not be affected thereby. The parties hereby expressly waive trial by jury in any actions.

2. Sole Agreement, Amendment. This agreement supersedes and replaces any prior agreement(s) or understanding(s) of any type between the parties. This agreement may be amended only by a written instrument executed by both parties.





3. Benefit. All rights and obligations of this agreement shall bind and inure to the benefit of the parties and their respective heirs, executors, administrators, assigns, and successors.

4. Non-waiver. No delay or failure by a party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

5. Headings. Headings in this agreement are for convenience only and shall not be used to interrupt or construe its provisions.

6. Assignment. This Agreement is not assignable by the BROKER without the written consent of OWNER

7. Attorney's Fees. In the event either party commences legal action to enforce its rights under this agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorney's fees and costs, including any appeals.

**FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINAL.**

**(All Owners Must Sign)**

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

OWNER: \_\_\_\_\_  
(Printed Name)

CO-OWNER: \_\_\_\_\_  
(Printed Name)

SSN#: \_\_\_\_\_

SSN#: \_\_\_\_\_

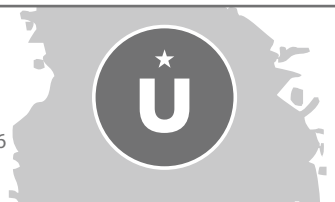
Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**By: URBANISTA BROKERS, INC.**

AGENT: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature/Printed Name)

BROKER: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature/Printed Name)





**OWNER AND PROPERTY INFORMATION**

PROPERTY ADDRESS: \_\_\_\_\_

IS PROPERTY GOVERNED BY A HOMEOWNERS ASSOCIATION?  YES\*  NO

*\*(IF YES, YOU MUST PROVIDE CURRENT AND ALL FUTURE ASSOCIATION RULES, REGULATIONS & INFORMATION)*

NAME OF HOA: \_\_\_\_\_

MUST HOA APPROVE TENANTS:  YES  NO

PHONE NUMBER OF HOA: \_\_\_\_\_ CONTACT PERSON FOR APPROVAL: \_\_\_\_\_

**UTILITY INFORMATION**

ELECTRIC COMPANY: \_\_\_\_\_

WATER/SEWER COMPANY: \_\_\_\_\_

WELL WATER:  YES  NO

SEPTIC TANK:  YES  NO DATE OF LAST PUMP/SERVICE: \_\_\_\_\_

GAS COMPANY: \_\_\_\_\_

TRASH/GARBAGE COMPANY: \_\_\_\_\_ PICK-UP DAYS(circle):  M  T  W  TH  F

TELEPHONE COMPANY: \_\_\_\_\_ CABLE COMPANY: \_\_\_\_\_

**PERSONAL PROPERTY INCLUDED**

(if personal property is covered under any type of warranty, please place an Asterisk "\*" beside the property covered)

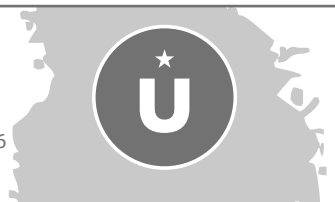
RANGE ( \_\_\_\_\_ )      MICROWAVE ( \_\_\_\_\_ )      FANS ( \_\_\_\_\_ )      DRYER ( \_\_\_\_\_ )

REFRIGERATOR ( \_\_\_\_\_ )      COMPACTOR ( \_\_\_\_\_ )      WINDOW AC ( \_\_\_\_\_ )      WASHER ( \_\_\_\_\_ )

DISHWASHER ( \_\_\_\_\_ )      DISPOSAL ( \_\_\_\_\_ )      BLINDS ( \_\_\_\_\_ )      W/D HOOKUP ( \_\_\_\_\_ )

OTHER/COMMENT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_





SERVICE CONTRACTS/WARRANTIES IN EFFECT:  YES  NO

IF YES, CONTRACT NO.: \_\_\_\_\_

NAME/PHONE NO. OF COMPANY: \_\_\_\_\_

POOL SERVICE INCLUDED:  YES  NO

DAY OF SERVICE(circle):  M  T  W  TH  F

NAME/PHONE NO. OF COMPANY: \_\_\_\_\_

LAWN SERVICE INCLUDED:  YES  NO

DAY OF SERVICE(circle):  M  T  W  TH  F

NAME/PHONE NO. OF COMPANY: \_\_\_\_\_

SPRINKLER SYSTEM:  YES  NO

GARAGE OPENER:  YES  NO

NO. OF REMOTES: \_\_\_\_\_

PEST CONTROL:  YES  NO

DAY OF SERVICE(circle):  M  T  W  TH  F

NAME/PHONE NO. OF COMPANY: \_\_\_\_\_

TERMITE TREATMENT CO.:  YES  NO

DAY OF SERVICE(circle):  M  T  W  TH  F

NAME/PHONE NO. OF COMPANY: \_\_\_\_\_

SECURITY SYTEM:  YES  NO

ALARM CODE: \_\_\_\_\_

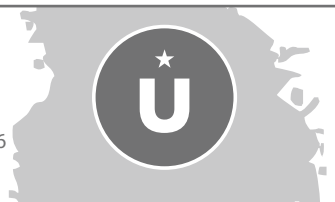
NAME/PHONE NO. OF COMPANY: \_\_\_\_\_

WAS THE HOME BUILT PRIOR TO 1978?  YES  NO

IF YES, HAS IT BEEN CHECKED FOR LEAD AND/OR LEAD BASED PAINT?  YES  NO

PETS?  YES  NO

IF YES, LIST BREED AND DETAILS: \_\_\_\_\_





OWNER'S MAILING ADDRESS AND PHONE NUMBER(S):

\_\_\_\_\_

\_\_\_\_\_

OWNER'S EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT(S) AND RELATIONSHIP(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDITIONAL SPECIAL LEASE TERMS/COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OWNER NET CHECKS PAYABLE TO: \_\_\_\_\_

ON THIS DATE, \_\_\_\_\_, I/WE AFFIRM THAT THE PROPERTY IS IN GOOD  
CONDITION AND THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY/OUR KNOWLEDGE.

OWNER: \_\_\_\_\_  
(Printed Name)

CO-OWNER: \_\_\_\_\_  
(Printed Name)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

