

URBANISTA BROKERS, INC.

PROPERTY MANAGEMENT AGREEMENT

(Compliant with Florida Landlord-Tenant Act [F.S. Ch. 83], FREC Rules, Federal Fair Housing Act)

This Property Management Agreement (“Agreement”) is made this ___ day of _____, _____, by and between:

OWNER:

Name: _____

Address: _____

City/State/ZIP: _____

Email: _____

Phone: _____

(“Owner”)

AND

BROKER / MANAGER:

Urbanista Brokers, Inc.

PO BOX 4586

Orlando, Florida 32806

Phone: (407) 619-7272

Email: info@urbanistaorlando.com

FEIN: 26-2268072 DBPR License #: 261011096

1. EXCLUSIVE AGENCY & RELATIONSHIP

1.1 Exclusive Agency.

Owner hereby employs Broker as the **exclusive agent** to lease, manage, and operate the property known as:

Property Address: _____

Proposed Initial Rent: \$ _____ Proposed Initial Security Deposit: \$ _____

1.2 Fiduciary Relationship.

No partnership or joint venture is created by this Agreement. Broker acts solely as **Owner’s fiduciary agent** under F.S. §475.01 and owes duties of loyalty, full accounting, confidentiality, disclosure, and obedience to lawful instructions.

1.3 URBANISTA Lease Requirement.

All residential lease agreements, renewals, and notices shall be executed using the **Florida-**

compliant URBANISTA Lease, ensuring consistency with state statutes and FREC requirements.

2. TERM & TERMINATION

2.1 Term.

This Agreement shall commence on the ___ day of _____, **20**, and shall remain in effect for **one (1) year**, automatically renewing for successive one-year periods unless either party provides **sixty (60) days' written notice** prior to the renewal date.

2.2 Termination & Survival.

Upon termination, Broker's right to compensation and reimbursement of expenses incurred under this Agreement shall survive. Owner shall promptly pay all sums due, and Broker may deduct such sums from any trust funds held.

3. BROKER'S MANAGEMENT DUTIES

Broker shall perform the following duties in compliance with all federal, state, and local laws:

A. Rent Collection & Accounting

- Collect rent, deposits, late fees, NSF charges, and other sums due.
- Deposit all tenant funds in a **Florida FDIC-insured escrow account** per F.S. §83.49 and FREC Rule 61J2-14.010.
- Remit net proceeds to Owner after clearing of funds, deducting all authorized fees and expenses.
- Provide **monthly statements of income, expenses, and account balances**.

B. Leasing Authority

- Market the property using appropriate platforms and signage.
- Screen and approve tenants in accordance with the **Fair Housing Act (42 U.S.C. §3601), Florida Fair Housing Act (F.S. Ch. 760), and FCRA (15 U.S.C. §1681)**.
- Prepare and execute all leases, renewals, and notices using the **Blue Moon Florida Lease**.
- Deliver all statutory disclosures (e.g., Radon Gas, Lead-Based Paint for pre-1978 properties, Flood Hazard, HOA/Condo Rules).

C. Maintenance & Repairs

- Authorize and arrange routine repairs up to **\$500 per occurrence** using collected funds.
- In an **emergency threatening life, safety, or habitability** (per F.S. §83.51), Broker may authorize repairs exceeding the above limit and notify Owner promptly.
- Coordinate property readiness at turnover, including cleaning, re-keying, and utility activation.

- Require Owner to maintain the property in compliance with all habitability and housing codes.

D. Legal Compliance & Enforcement

- Serve notices, collect delinquent rent, and, with Owner's consent, retain legal counsel to initiate **evictions or other legal actions**.
- Owner is responsible for all associated legal and court costs.

E. Regulatory Compliance

- Ensure operations comply with all applicable laws, including **City of Orlando rental ordinances, Orange County codes, short-term rental restrictions**, and FREC rules.

4. OWNER'S DUTIES

Owner shall:

- A. Provide proof of ownership, mortgage and insurance information, HOA/condo documents, and disclosure of any **known material defects** (Johnson v. Davis, 480 So.2d 625 (Fla. 1985)).
- B. Maintain adequate **liability, casualty, and hazard insurance** naming Broker as an additional insured.
- C. Pay all mortgage obligations, taxes, HOA/condo assessments, utilities during vacancy, and other operating costs.
- D. Comply with landlord obligations under **F.S. §83.51** and all applicable building, housing, and health codes.
- E. Indemnify and hold Broker harmless from any claims, damages, or liabilities (including attorney's fees) arising out of property ownership, except where caused by Broker's **gross negligence or willful misconduct**.

5. FEES PAYABLE TO BROKER

Owner agrees to pay Broker:

- a. **Leasing Fee:** \$ _____ or ____ % of one month's rent, deducted from the first month's rent for each new lease executed.
- b. **Management Fee:** \$ _____ or % of *monthly rent (minimum \$ _____)*, due monthly as rent is collected.
- c. **Renewal Fee:** \$ _____ or ____ % of one month's rent for each renewal, including month-to-month renewals.
- d. **Sales Commission:** ____ % of the gross sales price if the property is sold to a tenant procured by Broker during this Agreement.

e. **Project Supervision Fee: % of the cost of any repair, replacement, or improvement exceeding \$_____**, payable upon completion.

6. PROCEEDS

Broker shall disburse net rental proceeds to Owner monthly after funds clear Broker's trust account.

Forfeited good-faith deposits from prospective tenants shall be split **50% to Owner and 50% to Broker**, unless refunded upon advice of counsel.

7. CONDOMINIUM / HOA REQUIREMENTS

- All leases are subject to the governing **Declaration of Condominium, HOA Covenants, and Rules & Regulations.**
- Owner is solely responsible for payment of **association fees, assessments, and penalties.**
- Broker is not liable for tenant non-compliance with association rules.

8. LEGAL COMPLIANCE & DISCLOSURES

Broker and Owner shall comply with all applicable statutes, including but not limited to:

- Federal & Florida Fair Housing Acts
- Americans with Disabilities Act (ADA), as applicable
- Florida Landlord-Tenant Act (F.S. §83.49–§83.67)
- Broker Licensing & Trust Accounting Laws (F.S. §475.25, §475.42)
- All required disclosures: Radon Gas, Lead-Based Paint, Flood Hazard, HOA/Condo Rules, Mold/Indoor Air Quality, and any local rental permitting or registration ordinances.

9. GOVERNING LAW, VENUE & MISCELLANEOUS

- This Agreement is governed by the laws of the **State of Florida**, with **exclusive venue in Orange County, Florida.**
- Any dispute shall be resolved in a court of competent jurisdiction; **jury trial is waived** by both parties.
- If any provision is held invalid, the remainder remains in effect.
- This Agreement constitutes the **entire agreement** and supersedes prior understandings. It may be modified only by a **written amendment signed by both parties.**
- In any action or proceeding to enforce this Agreement, the **prevailing party is entitled to reasonable attorney's fees and costs**, including appeals.
- This Agreement may be executed in **counterparts and by electronic signature**, each deemed an original.

10. OWNER & PROPERTY INFORMATION

(Attach as **Exhibit A** with full Owner and Property details.)

SIGNATURES

OWNER:

_____ Date: _____

BROKER / URBANISTA BROKERS, INC.:

By: _____ Date: _____

Authorized Broker of Record – Thomas Allen Williams
DBPR License #: 261011096