

EXCLUSIVE RENTAL MANAGEMENT AGREEMENT

This Agreement between _____ ("Landlord"), and WrightDavis Real Estate, LLC, a Florida limited liability company d/b/ a WrightDavis Property Management, 4302 W El Prado Blvd, Tampa, Florida 33629, its agents, successors and/or assigns ("Broker"), provides for the appointment of Broker as Landlord's exclusive agent to rent, lease, operate, control and manage the Property, as described below. The parties hereby agree as follows:

1. **Recitals:**

(a) Landlord is the owner, attorney-in-fact for the owner, personal representative of the estate of the owner or trustee of the single family residential dwelling unit located at _____ (the "Property").

(b) Landlord wishes for Broker to manage the Property, and Broker hereby agrees to manage the Property on behalf of Landlord.

(c) Landlord hereby represents and warrants to Broker that the Property is not currently subject to a sales contract, listing agreement or other property management agreement, that the Property may be leased without violating any applicable laws, regulations, deed restrictions or homeowners' or condominium association covenants, that Landlord has the power and authority to enter into this Agreement and that Landlord will, upon Broker's request, execute and deliver a solvency statement to Broker.

2. Broker's Duties: Broker shall handle all rental activities related to the Property, including the solicitation and screening of prospective tenants, the receipt and accounting of rents and deposits, the coordination of the payment of expenses related to the Property, the establishment of Landlord's escrow account with respect to security deposits related to the Property, the inspection of the Property after the termination of leases and, if necessary and the eviction of tenants who default under their leases with respect to the Property. In addition, Broker shall manage and coordinate the general maintenance of the Property. Broker shall deposit all rents related to the Property into Broker's operating account and shall, to the extent funds are available, pay all expenses related to the Property from such rents. In recognition of the additional services that may be required in order to collect late rental and other payments, any late fees collected with respect to the Property during the current calendar month shall be retained by Broker. Broker shall provide monthly statements of income and expenses to Landlord and shall pay net rents collected during the current month to Landlord, after deducting Broker's management fees and other compensation payable to Broker hereunder, on or before the tenth day of each month during the term of this Agreement.

3. Management and Tenant Procurement Fees: During the term of this Agreement, Broker shall be entitled to the following fees:

- (a) A monthly management fee equal to 10% of the gross rents collected with respect to the Property during the current calendar month.
- (b) A tenant procurement fee equal to 75% of the first month's rent. Payment will be due when the tenant moves onto the Property or pays the first month's rent.

All fees earned by Broker hereunder may be deducted by Broker from amounts received by Broker in connection with Broker's management of the Property. In the event Broker is required to evict a tenant who was placed prior to this agreement, Broker shall be entitled to a monthly property management fee equal to the amount Broker would have received if tenant paid as agreed.

4. Term of Agreement: This Agreement shall begin on _____20____, and shall remain in full force and effect until terminated by either party upon written notice to the other party.

5. Indemnification and Insurance: Landlord agrees to indemnify and hold Broker harmless from all liability in connection with the management of the Property, except in cases of willful misconduct or gross negligence. Landlord shall carry, at Landlord's own expense, adequate public liability insurance. Broker shall not be liable for any error of judgment or any mistake of fact or law, or for anything which it may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence.

6. Notices: Any notice required to be given pursuant to this Agreement shall be written and shall be deemed to be given when personally delivered to the recipient or three business days after such notice is mailed by certified or registered mail with return receipt requested, with sufficient postage affixed and addressed to the recipient as set forth above or to such other address as may be designated and noticed to the other party by the addressee in accordance with this provision.

7. Waiver: Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any rights hereunder. Waiver by either party of any right to allege default of the other party shall not constitute a waiver of any right for either a subsequent default of the same obligation or to allege any other default in the future.

8. Attorneys' Fees: In connection with any litigation, including trial, appellate or bankruptcy proceedings, between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

