

# ANNUAL PROPERTY MANAGEMENT AGREEMENT

**THIS ANNUAL PROPERTY MANAGEMENT AGREEMENT (“Agreement”)** is made and entered into this \_\_\_day of \_\_\_, 20\_\_ by and between \_\_\_\_\_ (hereinafter referred to individually or collectively as “Owner”) and Sandpiper Realty & Management, LLC (hereinafter referred to as “Manager”). The parties hereby agree as follows:

## WITNESSETH:

Whereas, Owner is the fee simple owner of the following property (“Property”): \_\_\_\_\_.  
Whereas, Manager is in the business of managing annual rental properties owned by others and finding renters for the same.

Whereas, subject to the terms of this Agreement, Owner desires to engage Manager to provide rental management services for the Property, and Manager desires to accept such engagement.

NOW THEREFORE, for and in consideration of the rental premises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

### **1. USE OF PROPERTY AS ANNUAL ACCOMODATIONS AND ESTABLISHMENT OF RENTAL RATES.**

- a. Owner hereby authorizes Manager to act as exclusive agent to rent, lease, let, or grant license to others for use of the Property in accordance with Florida Statutes. Owner further authorizes Manager to execute and enter into lease agreements with tenants and accept deposits and other payments. Any legal notices of institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the Owner individually, or with the written permission of Owner, Manager shall hire an attorney to perform the eviction. Costs and attorney fees to evict tenant or otherwise will be paid by Owner in advance and Owner agrees to hold Manager harmless for same.
- b. Except as specifically provided herein, all decisions concerning the day-to-day operation of the Property shall be made by Manager, including, but not limited to, vendors, maintenance, housekeeping, and collection of rental proceeds.
- c. Rental rates for the Property will be agreed upon by Owner and Manager, and may be subject to increases on an annual basis. Initial rate to be \$\_\_\_\_\_ per month.

### **2. TERM OF THE AGREEMENT AND TERMINATION PROCEDURE.**

- a. Subject to the terms contained in this Agreement, Owner hereby agrees to engage Manager as the exclusive rental manager for the Property, and Manager hereby agrees to accept such engagement until this Agreement is terminated by either party transmitting to the other party, written notice of the termination by U.S. Certified Mail Return Receipt Requested or Hand Delivery.
- b. The term shall begin on the \_\_\_day of \_\_\_, 20\_\_, and the termination shall be effective thirty (30) days after receipt of the written notice. (Once tenant has taken occupancy).
- c. Should this Agreement be terminated as set forth above, or the Property is sold, you should exclude in your listing agreement any tenant(s) we have secured for you in the past one year or future tenants that will be occupying your unit during the term(s) of your listing agreement.
- d. Should litigation arise from this Agreement, the prevailing party shall be entitled to recover all costs including reasonable attorney’s fees, and each party agrees to be bound by this provision.

### **3. RESPONSIBILITIES OF MANAGER SHALL INCLUDE:**

- a. Promote the Property for lease as the Manager deems advisable.
- b. Receive, process, and disburse funds. Manager will mail to Owner on a monthly basis those rental proceeds collected for the Property, less commission and any other set-offs or deduction authorized by this Agreement. Manager shall use reasonable efforts to collect all rental proceeds due and owing for the Property, however, Manager shall not be liable for rental proceeds which cannot be collected. Any cost to enforce collection of amounts due will be at Owner’s expense.
- c. Provide inspection services after each lease period.
- d. Arrange for emergency or necessary repairs at Owner’s expense, such as plumbing, air conditioning, refrigeration, pest control, lawn, and pool service, or others as needed. Owner further agrees that Manager shall use proper judgment as to repairs or replacements up to \$200.00 necessary to the unit to maintain its livability. A full account of all expenditures shall be reported to Owner and expenses may be deducted from rental proceeds.

- e. Comply with the procedures contained in Chapter 83, Florida Statutes, as amended or superseded, regarding the handling of security deposits, if applicable.

**4. RESPONSIBILITIES OF OWNER SHALL INCLUDE:**

- a. Maintain the Property, including, but not limited to, the lanais, windows, walls, screens, floors, locks, keys and to keep the plumbing, heating, air conditioning systems, and appliances of the Property in working order, and to otherwise maintain the Property in accordance with recommended inventory and maintenance standards as may be established from time to time by Manager. Owner will provide in writing any non-working items that will not be repaired so Manager can disclose prior to tenancy.
- b. Provide Manager with the appropriate number of keys to the Property, the mailbox, and any necessary areas. When necessary, keys will be made at Owner's expense by Manager.
- c. Advise Manager, in writing, if the Property is listed for sale within seven (7) days of the signing of a listing agreement. In the event of a sale of the Property, any such contract shall expressly provide that the sale will be subject to the terms and conditions of this Agreement honoring the existing lease and tenant.
- d. If the Property is vacant, Owner will provide routine maintenance, such as lawn, pool, pest control, general maintenance, and utilities.
- e. Notify Manager prior to authorizing access to the Property by anyone, including Owner.
- f. Grant Manager the authority to deduct commissions and other applicable expenses from Owner's funds in the possession of Manager.
- g. Pay any balance due Manager within thirty (30) days of receipt of a monthly statement of account. Funds not reimbursed to Manager within thirty (30) days of demand shall accrue interest at the rate of one and one half percent (1 ½ %) per month commencing on the 31<sup>st</sup> day of such non-payment.
- h. If a furnished unit, Owner agrees to provide Manager with complete inventory of premises prior to initial lease period. If unfurnished, Owner will provide functioning window treatments and floor covering.
- i. Owner shall pay any condominium fees, taxes, and insurance on the Property.
- j. For condominium units, provide tenants such condominium documents as may be customary in the community so that tenants may (1) make prompt application with the condominium association for approval, if required, and (2) otherwise comply with the rules of said condominium association.
- k. In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the association and board of directors there under. Further, the association and Owner agree to indemnify Manager for payment of Owner assessments. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the Owner, Owner agrees that Manager is in no way liable for the payment of any fees, fines, or assessments.
- l. Provide Manager access to the Property for the purpose of inspection or presenting it to prospective tenants and/or buyers at reasonable hours.
- m. Comply with the procedures contained in Chapter 83, Florida Statutes, as amended or superseded, regarding the handling of security deposits, if applicable.
- n. If the Property is sold to a buyer other than the current tenant during the term of the current lease, pay at closing, all unpaid portions of Manager's leasing compensation for the entire term of the current lease.

**5. RESPONSIBILITY OF TENANT(S) AND/OR LANDLORD ('L' FOR LANDLORD, 'T' FOR TENANT OR 'N/A' IF NOT APPLICABLE):**

**UTILITIES:**

Water \_\_\_ Sewer \_\_\_ Electric \_\_\_ Gas \_\_\_ Garbage \_\_\_ Basic Cable \_\_\_ Satellite \_\_\_ Internet \_\_\_

**MAINTENANCE/REPAIRS:**

A/C \_\_\_ A/C Filter T Heat \_\_\_ Water Heater \_\_\_ Refrigerator \_\_\_ Dishwasher \_\_\_ Microwave \_\_\_ Range \_\_\_ Garbage Disposal \_\_\_ Locks/Keys \_\_\_ Smoke Alarms \_\_\_ Lawn/Shrubs \_\_\_ Screens TBD upon cause Extermination T Windows TBD upon cause Washer \_\_\_ Dryer \_\_\_ Smoke Alarm Batteries T Other \_\_\_

Tenant is also responsible for all batteries, light bulbs and filters, including refrigerator filters.

**6. COMMISSION FEES.**

Owner agrees to pay Manager a commission of: \_\_\_\_\_ on annual rentals and: \_\_\_\_\_ on seasonal rentals. In the event a prospective tenant(s) places a good faith or holding deposit with Manager and fails to take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to Manager.

**7. COSTS AND EXPENSES FOR RELATED SERVICES.**

- a. Throughout the Agreement term, Owner authorizes Manager to hire and arrange for services to maintain the real and personal property subject to this Agreement. Manager is authorized to make repairs up to \$250.00 without the separate authorization of the Owner. The Owner must authorize repairs in excess of \$250.00, unless the need for the repair is an emergency presenting risk to the Property or neighboring property, or unless deferring repair could result in a loss of income. Owner further agrees that Manager shall not be liable for claims of those performing services or repairs to the real or personal property, subject to this Agreement.
- b. Maintenance and repair services and supplies provided by subcontractors and suppliers shall be charged to the Owner. Owner to provide in writing any information on maintenance agreements, if not, Manager will assume no maintenance agreements exist.

**8. INDEMNIFICATION AND INSURANCE.**

Except in the case of gross negligence or illegal acts by Manager, Owner agrees to hold Manager harmless from all liability, damages, suits, or claims in connection with any and all matters arising from or related to this Agreement, including, but not limited to, (A) injuries to person(s) or property suffered or sustained by any person(s); (B) if applicable, handling of security deposits, rents, and payment of expenses; and (C) if applicable, inspection of the Property for damages caused by tenants. If Manager acts as escrow agent with respect to any funds hereunder, Owner agrees to hold Manager harmless from any negligent act or delivery, non-delivery, or mis-delivery of said escrow funds, and Manager shall be liable only for gross negligence. In any suit between Owner and any tenant procured hereunder, Manager may interplead the escrow funds into the registry of the Court, and Manager shall be entitled to reasonable attorney's fees and court costs incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Agreement shall make Manager responsible for any condition created or caused by any act or omission of Owner, tenant, or any other person on the Property with or without the tenant's consent. The Owner shall at Owner's expense, maintain in effect throughout the term, property damage insurance, premises and personal liability insurance, the latter in a minimum amount of at least \$300,000.00 per occurrence.

**9. BOOKS AND RECORDS.**

Manager shall maintain accurate books and records of all funds received and distributed in connection with the management and operation of the Property. Such books and records shall be open for inspection by Owner at reasonable time upon reasonable notice.

**10. GOVERNING LAW.**

The validity of this Agreement and any of its terms or provisions, as well as the right and duties of the parties hereunder, shall be governed by the laws of the State of Florida, and County and City ordinances.

**11. CONSTRUCTION.**

In the event one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions herein, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision has never been contained herein.

**12. NO GUARANTEE OF LEASE.**

Owner understands that this Agreement does not guarantee the lease of the Property, but that it does guarantee that Manager will make an earnest and continued effort to lease same until this Agreement is terminated.

**13. PARTIES BOUND.**

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, assigns, legal representatives, and successors in interest.

**14. INTEGRATED CONTRACT.**

This Agreement is the entire agreement between the parties hereto and supersedes any and all prior understandings, written or oral, regarding the subject matter contained herein. This Agreement cannot be modified in any manner, except by an agreement in writing signed by Owner and Manager.

**15. WAIVER.**

Any waiver by Manager of any breach of this Agreement by Owner shall not be deemed to be a waiver by Manager for any past, present, or future breach by Owner.

**16. DISCLAIMER OF GUARANTEES.**

Manager neither warrants nor guarantees the income or occupancy levels to be provided under the terms of this Agreement.

**17. RELATIONSHIP OF PARTIES.**

The parties hereto intend for their relationship to be that of independent contractors, and nothing contained in this Agreement shall be construed to create a partnership or joint venture of any kind.

**18. ASSIGNMENT.**

This Agreement may be assigned by Manager in its sole discretion.

**18. SPECIAL PROVISIONS.**

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**19. COUNTERPARTS.**

This Agreement may be executed in several counterparts, transmitted via electronic communication, each constituting a duplicate original, but all such counterparts constituting one and the same Agreement.

**20. OWNERSHIP OF PREMISES.**

Owner represents that all signatures representing full ownership of the Property appear on this Agreement and that there are no other owners.

**21.** The Property shall be offered, shown, and made available for lease to all persons without regard to race, religion, color, sex, familial status, ancestry, national origin, or handicap, in full compliance with the federal, state, and local fair housing laws.

**22. COLLECTIONS**

In the event any file is sent to collections, owner and management agree that 10% of all proceeds collected by collection agency, and due owner, will be due to Sandpiper Realty & Management, LLC. This 10% is a fee of net proceeds after the collection company takes their percentage.

[SIGNATURE PAGE TO FOLLOW]

This Agreement is made and entered into on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**OWNER**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

-U.S. SOCIAL SECURITY # OR TIN# \_\_\_\_\_

TIN or SS# is required for 1099 statements that management sends in January of each year.

**SANDPIPER REALTY & MANAGEMENT, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER/PROPERTY INFORMATION SHEET**

Owner's Mailing Address \_\_\_\_\_

Home Telephone # \_\_\_\_\_

Work Telephone # \_\_\_\_\_

Cellular Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy # \_\_\_\_\_

Unit Address \_\_\_\_\_

Bedrooms \_\_\_\_\_ Baths \_\_\_\_\_ Den \_\_\_\_\_ Garage \_\_\_\_\_ Carport \_\_\_\_\_ View \_\_\_\_\_

Additional Comments/Description \_\_\_\_\_

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

Current Vendors-Phone #'s and Contact Names

Lawn \_\_\_\_\_

Pool \_\_\_\_\_

Other \_\_\_\_\_

Comments on Warranty and Service

Contracts: \_\_\_\_\_

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

Furnished \_\_\_\_\_ Unfurnished \_\_\_\_\_

(If furnished, inventory must accompany this agreement)