



Rocker Realty, Inc.

684 W. Montrose Street
Clermont, Florida 34711
RockerRealtyInc.com

Family Owned & Operated since 1972 - Specializing in Sales & Property Management

PROPERTY MANAGEMENT AGREEMENT

OWNER: _____

BROKER: Rocker Realty, Inc.

1. PROPERTY ADDRESS:

2. PROPERTY ADDRESS:

3. PROPERTY ADDRESS:

The above parties agree that **Rocker Realty, Inc.** will act as the property manager to: secure tenant for the property, enter into a rental agreement for the owner with the prospective tenants, collect rents and security deposits (rents sent to owner monthly/security deposit held by owner – in Florida non-interest bearing account), handle repairs, and make periodic inspections of the property.

FEES –

The **owner** agrees to compensate Rocker Realty, Inc. initially **100%** of the first month’s rent for: advertising, showing of the property, screening and securing a tenant. In addition, a fee of **10%** of the monthly rent will be paid by the owner to continue to manage the property monthly for the owner throughout the term of the lease.

Our leases are prepared and drawn up by a Florida attorney individually for each property and every tenant. The cost of this is \$45.00. As the agent for the owner, Rocker Realty will be billed for this service and this fee will be deducted from the tenants move in fees.

SECURITY DEPOSIT –

The **owner** will hold the security deposit in a Florida non-interest bearing account. Rocker Realty, Inc. can also directly deposit monthly rents into this account for the owner (**strongly** suggested to avoid lost checks in the mail & ensures instant access of funds for owner); owner must provide deposit slips to Rocker Realty. If your monthly rent is being deposited by Rocker Realty, Inc., it is the **owner’s** responsibility in checking their account to ensure a deposit has been made. Rocker Realty, Inc. will not be responsible or liable for any fees/charges due to insufficient

funds, etc. Upon the tenants vacating the property, the owner agrees to send the deposit to Rocker Realty, Inc. – to be dispersed accordingly, pending the final inspection.

REPAIRS & MAINTENANCE -

Rocker Realty, Inc. will obtain prior approval of owner for any repair in excess of \$200.

If there are any warranties on appliances/air conditioner/roof/etc. it's the owner's responsibility in providing this info to Rocker Realty, Inc. Rocker Realty will not be held responsible for reimbursement for any invoices/bills/service calls due to correct/updated info not being provided by owner.

If there is a Home Warranty on the property, it is the owner's responsibility in providing Rocker Realty, Inc. with the warranty information.

When the lease renews, the owner agrees to have the AC serviced and pest control taken care of, and the dryer vent cleaned. This will be done on for preventative reasons.

If owner wants Rocker Realty to use specific vendors for their property maintenance/repairs, it is the owner's responsibility in providing Rocker Realty, Inc. with the vendor name and contact information. If this is not done, Rocker Realty assumes the right to send out our vendors to perform the proper maintenance/repairs needed.

Owner acknowledges/agrees that Rocker Realty, Inc. will send owner the monthly rent within 10 business days of the tenant paying the rent.

Owner agrees to have in between tenant inspections/fees/repairs taken care of with the City to ensure the new tenant taking possession can have their utilities turned on in a timely manner.

Per the Rental Agreement, if a tenant breaks the lease they are responsible in paying Rocker Realty's re-rental fee. If they do not do so, the owner will still be charged the commission in finding a new tenant. It's the owner's responsibility in going after the past tenant for this monetary damage.

Owner and Rocker Realty, Inc. agree that Property Management Agreement may be terminated at any time. Each party also agrees to settle any account fees/funds/unpaid bills and/or commission before surrendering property back to owner.

In the event a tenant of Rocker Realty renews for an additional year, Rocker Realty, Inc. will charge \$200.00 to renew the lease. This will consist of a full interior/exterior inspection before the new lease is signed and a new lease drawn up by a Florida attorney. Once inspection is complete and new lease is signed we will mail these to the owner. Pictures will be taken and sent to owner if there is any major damage to the property.

Owner and Rocker Realty, Inc. agree that at any point the relationship is terminated, the lease between tenant and Rocker Realty, Inc. becomes null & void – owner needs to furnish tenant with new lease, Rocker Realty, Inc. will not be held responsible/liable.

If there is a tenant already in place in the property and Rocker Realty is taking over management, there will be a \$150.00 Lease Fee to put the current tenants under our Lease. This fee will include: the new lease being drawn up by a Florida Attorney, initial communication with tenant (ensuring proper notice is given and proper forms are in place), and an interior/exterior inspection of the property.

If a property has been shown/advertised/etc. for an owner and **owner** decides to no longer need the services of Rocker Realty, the **owner agrees to compensate** Rocker Realty a flat fee of \$250.00 for time/expenses/advertising spent on the property.

The **owner** agrees to continue to pay any fees (throughout the term of the lease) regarding the property including but not limited to: the mortgage, property taxes, hazard insurance (on home only, tenants responsible for insurance on their contents), home owners fees, special assessments, and repairs **not** caused by tenants.

If there are any services included in the monthly rent, it is the **owner's** responsibility in providing Rocker Realty, Inc. with the vendor contact information as well as detail the service includes.

In the event of an eviction, the **owner** has the option to use an attorney/eviction company of their choice, or Rocker Realty. This requires an additional fee for 3 day notice postings, filing 5 day notice at Clerk of Court in Tavares and at the Lake County Sheriff's Office, filing 24 hour notice at Clerk of Court in Tavares and at the Lake County Sheriff's Office, Clerk of Court & Sheriff's fees, and day of eviction process at residence. The fees for Rocker Realty filing the eviction will coincide with what the Clerk of Court and the Lake County Sheriff charges (see their websites directly for current figures). Rocker Realty will also charge per trip to the Lake County Courthouse in Tavares to file this paperwork, this amount is \$75 per trip to Tavares.

Per the Rental Agreement through Rocker Realty, Inc. there is a \$50.00 flat fee plus a \$5.00 per day late fee charge to the tenants (if rent is paid after the 5th day). The flat fee and daily fees paid by the tenant will be divided 50/50 between owner and Rocker Realty, Inc.

If for any reason a tenant backs out before move-in and their deposit is forfeited, the deposit being held will be split between the owner and Rocker Realty, Inc. 50/50.

A signed Property Management Agreement acknowledges that the Rental Agreement will be between Rocker Realty, Inc. and the tenant of the property only.

In between tenants, **owner** agrees to have entire home professionally cleaned, all carpets professionally cleaned, pest control sprayed inside/outside, and any repairs necessary in order for property to be ready for the next tenant moving in.

Owner agrees that if a lease is being renewed, they will provide another interior/exterior Pest Control Spraying by a licensed/professional company.

OWNER/OWNERS

Print Name

Print Name

Signature

Signature

Date

Date

Mailing Address:

Phone: _____

Fax: _____

Email: _____

PROPERTY MANAGER

Janet L. Cox &/or Emily Phillips

Signature

Date

Copy returned to owner: _____
Initial Date

Office: (352)394-3570
Fax: (352)394-2231
Emily Phillips direct #:
352-978-2101

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