



MEYER REAL ESTATE OF FLORIDA, INC.

EXCLUSIVE LEASING AND MANAGEMENT AGREEMENT

STATE OF FLORIDA
 ESCAMBIA COUNTY

This AGREEMENT is made and entered into this ____ day of _____, 20____ between _____
 _____ (hereinafter referred to as "OWNER") and Meyer Inc. of Northwest Florida, d/b/a
 MEYER REAL ESTATE OF FLORIDA, INC. (hereinafter referred to as "MEYER") for the exclusive leasing and
 management of the following described residential property located at _____
 _____ (hereinafter referred to as
 "PROPERTY").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and
 valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

1. APPOINTMENT OF AGENT. OWNER hereby appoints MEYER as the exclusive Agent for the leasing and
 management of the above described PROPERTY and MEYER hereby accepts said appointment subject to the terms
 and conditions set forth in this Agreement.
2. TERM. This Agreement shall remain in full force and effect from the date first stated above for a period of one (1) year.
 Thereafter, the term of this agreement shall be automatically renewed for successive renewal terms of one year;
 provided, however, that OWNER may terminate this agreement ONLY at the end of the term by giving MEYER at least
 sixty (60) days written notice of intention to terminate. In the event of renewal, as set forth above, all other terms and
 conditions of this Agreement shall remain in full force and effect. Any Lease Agreement in effect for the PROPERTY at
 the time of termination of this Agreement is automatically assigned to the OWNER.
3. RESPONSIBILITY AND AUTHORITY OF AGENT. MEYER shall have responsibility for and is hereby authorized to
 perform the following duties on behalf of OWNER:
 - A. PROCURE TENANTS. Use all reasonable efforts to rent the PROPERTY by finding tenants for the PROPERTY in
 accordance with lawful guidelines established by OWNER as they pertain to approval of new tenants. All parties
 acknowledge that MEYER shall offer the PROPERTY for lease under the same terms to all persons, according to
 all applicable state and federal housing laws, including Title VIII of the Civil Rights Act of 1968.
 - B. NEGOTIATE TERMS. Use discretion in negotiating lease terms in accordance with OWNER guidelines.
 - C. EXECUTE LEASES. Execute any lease or other documents that may be necessary for the proper leasing and
 management of the PROPERTY.
 - a) LEASE -- OWNER authorizes MEYER to enter into a Lease Agreement for the PROPERTY for up to twelve
 (12) months in the minimum amount of \$_____ per month. OWNER hereby authorizes MEYER, from
 time to time as determined by MEYER, to establish a higher rate upon which the PROPERTY will be rented
 and/or leased, based upon current market rates in the local area for similar PROPERTY.
 - b) PETS -- OWNER _____ Does _____ Does not agree to accept pets in and on the PROPERTY. A **\$250.00**
non-refundable pet fee will be collected from tenants (and forfeited to OWNER at the end of the Lease Term).

c) UTILITIES: The following utilities are paid by: (check appropriate column)

Electricity	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Water	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Sewer	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Gas	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Trash	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Cable/Sat	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Telephone	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Internet	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Assoc Dues	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Pest Control	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Landscaping	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner			

d) MAINTENANCE AND REPAIRS -- OWNER authorizes MEYER to perform maintenance as considered necessary, in MEYER'S sole discretion, to keep PROPERTY suitable for rental. MEYER shall first obtain OWNER'S approval for any expenditure in excess of two hundred dollars (\$200.00) for repair or maintenance, except in emergencies. Meyer is authorized to deduct from the share of the rental income of the Owner, such maintenance and repair expenses as Meyer is authorized to incur in order to keep the Property in rentable condition. A minimum balance of \$200.00 is required to maintain necessary Property operating funds. The minimum account balance will be retained by Meyer in a rental escrow account. Collection costs and fees associated with collection of uncollectible funds shall be deducted from rental income. Winterizing PROPERTY (e.g. draining water lines, installing antifreeze, lower heat settings, etc.) is OWNER'S responsibility. MEYER will procure a contractor to winterize PROPERTY, upon request of OWNER, but will not be responsible for any damage resulting from freezing temperatures. MEYER will call licensed providers for maintenance and services and will bill the OWNER the charges from the provider. OWNER agrees to pay MEYER for the maintenance charges within ten (10) days from receipt of the invoice. OWNER may specify an alternate independent contractor to respond to emergency calls by notifying MEYER in writing. MEYER may use its discretion on repairs during any time that OWNER resides outside the continental United States; such OWNER will be notified by U.S. Mail of these repairs after the repairs have been made, and OWNER agrees to be responsible for the cost of the repairs. OWNER'S failure to keep the PROPERTY suitable for the "quiet enjoyment" of the tenant is considered a breach of this Agreement.

D. COLLECT RENTS. Collect rents and make deposits into rental management accounts and render statements of receipts, expenses and charges, and remit to OWNER receipts less disbursement on a monthly basis. In the case of multiple OWNERS, MEYER will make the disbursements payable to _____.

E. ADDITIONAL ACTIONS. Make reasonable efforts to collect rent payments, but MEYER does not guarantee the payment of rents by Tenant. **MEYER may add a late charge at its discretion to any delinquent rent payments of which OWNER shall receive fifty percent (50%).**

F. EVICCTIONS. Evict tenants in default under their lease and file whatever actions on OWNER'S behalf as are necessary to accomplish same. All eviction costs, including cost of collection, court costs, witness subpoena fees, legal fees, abandoned property fees, moving fees, and storage fees shall be the responsibility of the OWNER.

G. SECURITY DEPOSITS. Collect security deposits paid by any tenant, and further hold said security deposit in an escrow account. MEYER shall be responsible in determining what portion, if any, of the security deposit shall be charged against the tenant at the termination of the Lease Agreement, in which case, security deposit may be forfeited and credited to the OWNER and MEYER, as appropriate.

H. NECESSARY ACTIONS. Take any and all other actions considered necessary by MEYER to protect the OWNER'S interest in the PROPERTY.

4. RESPONSIBILITY OF OWNER. OWNER shall be responsible for and hereby agrees to the following:

A. INSURANCE. OWNER shall secure from an insurance company, licensed to do business in Florida, all of the following insurance: (a) fire and extended covered insurance for the building and improvements on the PROPERTY and any contents thereof owned by OWNER, in the amount of not less than the full replacement value thereof; and (b) public liability insurance together with broad form comprehensive general liability endorsement in an amount not less than five hundred thousand dollars (\$500,000.00) combined single limit. All of said insurance shall be in full force and effect during the term and any and all renewal or extension terms of this Agreement. The

OWNER shall request that MEYER be named as additional insured thereunder, and the liability insurance shall contain contractual liability endorsement and shall be primary to any other coverage that may be in effect. The OWNER shall provide MEYER and continuously maintain a certificate evidencing that all of said insurance coverage is in full force and effect, providing not less than thirty (30) days written notice prior to any cancellation, non-renewal, or material alteration thereof. MEYER is hereby authorized to procure all of said insurance on behalf of the OWNER and OWNER shall be responsible for the cost of any premiums owed in connection with obtaining said insurance.

- B. INDEMNITY AGREEMENT. MEYER will perform its obligations and duties under this Agreement as agent of the OWNER, and any and all obligations incurred by MEYER on behalf of the OWNER hereunder shall be for the account of and at the expense of OWNER. As a material part of the consideration for this Agreement, and as an inducement for MEYER to enter into this Agreement the OWNER agrees that, to the fullest extent permitted by law, the OWNER has indemnified and does hereby indemnify and hold harmless MEYER, its officers, directors, agents and employees, from any and all liability, claims of liability, suits, actions, judgments, damages, losses, costs and expenses, including but not limited to costs of defense and reasonable attorney's fees, paid or incurred by MEYER or by any of its employees, arising from or as the result of false or misleading statements by OWNER, or any negligent acts by OWNER, or any bodily or personal injury to or death of any person or persons whosoever (including but not limited to any agent or employee of OWNER or MEYER, or any lessee, tenant, licensee, guest, invitee or any other person who enters upon the PROPERTY), or any loss, theft or destruction of or damage to any PROPERTY of the OWNER arising out of or in connection with the ownership of the PROPERTY by OWNER or the leasing or management of the PROPERTY by MEYER, or the exercise of or failure to exercise any of the duties, obligations or powers herein or hereafter granted to, or conferred upon or assumed by MEYER, or liability therefor imputed as a matter of law to MEYER or any of its agents. The OWNER understands, acknowledges and agrees that MEYER has relied upon this indemnity as an inducement and as a material part of the consideration for entering into this Agreement, and that this indemnity is an incident to the leasing and management of the PROPERTY described above. The OWNER further agrees that this indemnity shall survive the expiration or termination (whether with or without cause) of this Agreement.
- C. LIABILITY OF AGENT. It is further agreed that MEYER shall not be held liable for any damages caused by the tenant to the PROPERTY.
- D. FORECLOSURE OF PROPERTY. If foreclosure proceedings are initiated for the property, this Agreement will immediately terminate.
- E. MOLD. If at any time the property is determined to have any mold infestation, immediate mitigation and mold removal must be undertaken by the OWNER at the OWNER'S expense. If the OWNER does not act to mitigate and remove the mold, this Agreement will immediately terminate and MEYER will have no further responsibility. If the tenant(s) request in writing to cancel their lease due to the mold and relocate to another Meyer Real Estate rental or any other property, OWNER understands and agrees that MEYER must grant this request, cancel the lease, and refund the deposit to the tenant, less any damage caused by tenant. The mold infested property will be removed from the MEYER Long Term Rental Program until the mold is completely mitigated and removed.
5. COMPENSATION TO AGENT. For MEYER'S services in connection with the leasing and management of the PROPERTY, OWNER shall pay the following fees to MEYER, which MEYER is hereby authorized to deduct from rent and other income received on behalf of OWNER under this Agreement.
- A. MANAGEMENT FEE. To pay a management fee of Fifteen Percent **15%** of the gross income received per month.
- B. EXPENDITURE FEE. Expenses that exceed the maintenance escrow account and/or damage deposits.
- C. LEASING FEE. The sum of **\$(0.00)**, shall be paid to MEYER as a leasing fee for obtaining a tenant.
- D. SALES COMMISSION. To pay MEYER a sales commission of **6%** of the selling price in the event the PROPERTY is purchased by any tenant who executed a lease during the term of this Agreement or within 90 days after the expiration of this Agreement. (This clause does not apply if PROPERTY was already listed for sale at the time this Agreement is signed).

- E. TERMINATION FEE: In the event this Agreement shall be terminated by OWNER during the term of any Lease Agreement or extension thereof, or shall OWNER renew any Lease Agreement with a Tenant obtained by MEYER, then OWNER shall pay to MEYER a fee equal to the amount MEYER would have obtained had the Agreement not been terminated. Said fee shall be paid upon the termination date.
6. ATTORNEY IN FACT. OWNER has appointed and does hereby designate and appoint MEYER (hereinafter referred to as "Attorney In Fact"), as the OWNER'S true and lawful agent and attorney in fact to represent the OWNER in all of his, her, its or their dealings, transactions and communications arising from or in connection with this Agreement or the leasing or management of the PROPERTY, and OWNER does hereby further covenant and agree that MEYER shall be and is hereby fully protected, released, and held harmless by OWNER with respect to any and all acts and things that MEYER may do and perform or omit to do pursuant to said appointment as Attorney In Fact; and the OWNER does hereby ratify, approve and confirm all of the Attorney In Fact's respective acts and actions related to the PROPERTY.
7. MISCELLANEOUS. At all times this Agreement will inure to the benefit of and constitute a binding obligation upon the parties and their respective heirs, successors and assigns. This Agreement constitutes the entire agreement between the OWNER and MEYER with respect to the leasing and management of the PROPERTY, and no change will be valid unless made by supplemental written agreement, executed by both OWNER and MEYER.
8. CONTACT PERSON. In the event the OWNER is more than one person or is another type of entity such as a corporation, partnership or company, OWNER hereby designates and appoints _____ as the CONTACT PERSON. Meyer Real Estate is hereby authorized to rely upon any decision or instructions from the CONTACT PERSON as being decisions and instructions from the OWNER, with full support and approval from OWNER. The undersigned OWNER hereby warrants to MEYER that OWNER is the fee simple owner of the PROPERTY and has the full authority to enter into this Agreement with MEYER and to be bound by its terms and conditions.
9. NON-WAIVER. Neither party may waive or release any of its rights under this Agreement except in writing. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy.
10. ASSIGNMENT. This Agreement may not be assigned by either party without the other party's written consent, except that MEYER may assign this Agreement to another MEYER affiliate without OWNER'S approval.
11. SEVERABILITY. If any provision or any part of any provision of this Agreement or the application thereof to any person or circumstance shall be held illegal, invalid, or unenforceable to any extent by any court of competent jurisdiction, such holding shall not affect the remaining provision of parts of provisions of this Agreement or the application thereof to any other persons or circumstances, and all of the provisions of this Agreement shall be enforced to the fullest extent permitted by law.
12. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Florida.

IMPORTANT NOTE: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

Print OWNER's Name

Signature

Street or P.O. Box Number

City

State

Zip

Home Phone Number

Work Phone Number

Email Address

The 1099 will be issued on this number unless otherwise directed:

Social Security Number

Print 2nd. OWNER'S Name

Signature

If OWNER is a company, please furnish Federal ID Number and designated individual contact person, and provide documentation authorizing that individual to act of behalf of the corporation. Fed. ID # _____.

Meyer Inc. of Northwest Florida d/b/a Meyer Real Estate of Florida (P.O. BOX 4471 – Gulf Shores, AL 36547)

By (Signature) _____

by (Printed) _____

Its: Long-term Property Manager



Meyer Real Estate Residential Rentals



AUTHORIZATION FOR DIRECT DEPOSIT OF RENTAL PROCEEDS

Deposits will be made each month on or before the 20th

Owner's Name(s)

Property Address

I (we) hereby authorize Meyer Real Estate, hereinafter called Management Agent, to initiate credit entries (deposits) to my (our)
_____ Checking account _____ Savings account (select one)

Depository Bank's Name

Branch

City

State

Zip

Routing Number

Account Number

Please attach a voided check for this account to assure accuracy.

It takes approximately 15–30 business days for this direct deposit to go into effect.

This authorization is to remain in full force and effect until Management Agent has received written notification from the undersigned of its termination in such time and in such manner as to afford the Management Agent and Depository a reasonable opportunity to act on it.

Name/SS#

Name/SS#

Signed

Signed

Date

Date

Direct Deposit Entered

Name

Date

Emergency Preparedness Plan of Action

The following represents the responsibilities of all property owners, tenants and management company in preparation for, during and after a storm or other natural disaster which may effect the local area and the real and personal property of the parties;

Property Owners-

- 1. Provide management company current insurance information.**
- 2. Provide Meyer Real Estate with all applicable emergency contact numbers in the event communication is difficult so that the owner may be reached to convey property condition report.**

Tenants-

- 1. Report, in advance if possible by phone or email, to the management company the emergency contact information in the event of your evacuation.**
- 2. As soon as possible make contact with the management company after the event to report any condition status of the property or as to your whereabouts so that the management company may contact you if necessary.**

Management Company-

- 1. At option of the owner and upon clearance from any applicable governmental authorities, Meyer Real Estate will view and photograph the property and will report any visible damages to the property owner. A fee of \$50 will be assessed the property owner for such service. Owner must sign up for property viewing in advance.**
- 2. Report to the tenant the condition of the property, as possible, in the event the tenant is required to remain in an emergency location.**
- 3. At the request of the owner, Meyer Real Estate will provide owner with a current list of our approved vendors that can assist in repairs to property.**
- 4. In the event that Meyer Real Estate is temporary relocated due to inaccessibility to the Island, the temporary location will be at the Meyer Real Estate Service Center or the Meyer Real Estate Foley Warehouse Facility. Our phone lines will be transferred and we can be contacted at (251)-968-7516. You can also email us at dl-longtermrentals@meyerre.com.**

Emergency Preparedness Plan of Action

Please check option below:

(_____) I agree to pay \$50 for Meyer Real Estate to view and photograph my property.

(_____) I decline to have my property viewed by Meyer Real Estate.

Agreed this _____ day of _____, 20__

Owner

Owner

Meyer Real Estate

Please provide Emergency Contact Information:

Emergency Phone: _____

Emergency Address: _____

Email Address: _____

***Photos will be mailed to the email address above.**



Insurance Authorization

The Undersigned hereby agrees to name Meyer Real Estate, as Property Manager for the property defined hereunder, as an "Additional Insured" on owners' liability coverage for said property.

Owner shall carry a minimum liability coverage amount of \$500,000 and fax proof of liability insurance to Meyer Real Estate at (251)-981-7453.

The insurance carrier, its agents, or others are hereby authorized to submit to Meyer Real Estate such verification of insurance listing Meyer as an additional insured, and further submit at each subsequent renewal period and as may be requested directly from Meyer Real Estate.

Property Address:

Street, Unit #

City, State, Zip

Subdivision/Condo project

Insurance Agent:

Agent Name

Agency Name/Insurance Carrier

Agency Phone/ Agency Fax

Agency Email

Agreed this _____ day of _____, 20____

Property Owner/Agent

Property Owner/Agent



Owner Reserve Account Authorization

The undersigned owner(s) hereby authorize Meyer Real Estate to establish a reserve account, held by Meyer, for use to cover repairs, maintenance, or other such charges pursuant to the Management Agreement executed for the property subject to such agreement.

It is further understood that such initial reserve account minimum of two hundred (\$200.00) dollars may be increased from time to time, based on a twelve (12) month average of such repairs and maintenance, less any major long-term capitalized expenditures.

Additionally, the owner may be billed for charges incurred on behalf of the owner, of which the owner shall remit reimbursement to Meyer within 30 days of receipt of such charges, or such charges shall be deducted from the next monthly Owners Statement including a late charge of five (5) percent.

Attach a check made payable to Meyer Real Estate for \$200.00 to establish your owner reserve account.

Agreed this _____ day of _____, 20____.

Owner

Owner



Property Information

Property Address: _____
Street City State Zip

Condominium Complex: _____ Unit #: _____

Minimum Monthly Rent Amount: \$ _____

Advertising Rent Amount: \$ _____

Lease Period Allowed: (Check all that apply) ☐ 6 months ☐ 12 months

of Bedrooms: _____

☐ offer move-in special of first month rent free on
12 month lease, 1/2 off first month rent on 6 month lease

of Bathrooms: _____

Square Footage: _____

Security Deposit Amount: \$ _____

Pets Allowed: ☐ yes ☐ no

Pet Deposit Amount: \$ _____

Please check all amenities that are available for tenants use:

_____ single garage	_____ microwave	_____ clubhouse
_____ double garage	_____ refrigerator	_____ BBQ area
_____ carport	_____ dishwasher	_____ sprinkler system
_____ RV parking	_____ disposal	_____ fenced yard
_____ indoor pool	_____ sauna	_____ exercise facility
_____ outdoor pool	_____ steam room	_____ washer
_____ assigned boat slip	_____ gated community	_____ dryer
_____ 1 st come/1 st served boat slip	_____ gulf front	_____ elevator
_____ community boat launch	_____ bay front	_____ outside storage
_____ community pier	_____ water-view	_____ inside storage
_____ fully furnished	_____ water access	_____ fireplace
_____ partially furnished	_____ granite countertops	_____ tile floors
_____ lease to purchase option	_____ screened patio	_____ hardwood floors

Please check all utilities that are provided by owners:

_____ electric	_____ gas	_____ water	_____ cable
_____ garbage	_____ sewer	_____ internet	_____ phone
_____ landscaping			

Additional Property Details: _____
