



PARADISE
HOYT MURPHY REALTORS®

EXCLUSIVE RIGHT TO LEASE AND PROPERTY MANAGEMENT AGREEMENT

1. Parties: This agreement between Joseph G Doster Sr. and Jean Doster hereinafter called Owners, and COLDWELLBANKER PARADISE (CBP) hereinafter called Broker, whereby the Owner appoints the Broker the Exclusive Agent to rent, lease, operate, control and manage the following described property:

2. Description of Property:

a) Type of Unit: Single Family x Condominium Townhouse Mobile Home Duplex
a. Unfurnished Furnished x Furnished & Turnkey (includes linens, kitchenware etc.)

b) Real Property: Street address: 355 S Ocean Dr. Unit 802
Fort Pierce FL 34949

Parking Space # (if any): 1 plus 1 guest # of Bedrooms: 2 # of Baths: 2

Property Tax I.D. #: 2401-522-0029-000-9

Personal property, including appliances: See attached inventory list.

c) Excluded areas: The property includes the entire premises in full UNLESS OWNER specifically excludes, in writing, any areas such as shed(s), storage closet(s), garage, attic, crawl space, other storage areas or rooms. List excluded areas:

d) Occupancy: Property x is is not currently occupied. If occupied, the lease term expires:

3. Rental Rate and Terms: Start testing market at \$4800.00

a) Rental Period and Rate:

Annual Monthly Rate \$ Seasonal Monthly Rate \$ 4200.00

b) Services Included in Rent: If leased on an annual monthly basis, indicate with an "O" or a "T" whether the Owner or the Tenant will provide the service (Mark with "NA" where service is not applicable). If rental is seasonal, all utilities paid by Owner:

O Electric O Water O Sewer n/a Gas O Basic Cable T Premium Cable Internet
O Garbage Collection n/a Lawn Maintenance O Pest Control O Pool Maintenance n/a Alarm System
O Association Dues/Assessments Warranties

Other:

Additional Comments/Agreements:

c) Advanced Rents, Deposits and Fees: Advanced rents and deposits will be held by Broker.

Advanced rent: \$ Rent to be paid in full before move-in Security Deposit: \$ 500

No Pets Allowed Pets Considered

Pet Deposit \$ Association Application Fee: \$

\*NO SMOKING

d) Taxes: Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The Property Manager is responsible for timely collection and remittance of said taxes.

e) Early Termination Fee/Liquidated Damages Addendum: (please choose which one you will honor for tenant(s) as this will appear in the lease contract as an option)

- I agree, as provided in the rental agreement, to pay \$ (an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.
I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

f) **Association Approval:**  Association Approval is Required     No Association Approval Required.

Application must be made upon lease execution with Tenant being responsible for payment of the Application Fee. Owner will provide Broker with the name and contact information for the Association, an Association Application, the information regarding the amount of the Application Fee, as well as a copy of the Association Rules and Regulations.

**4. Term:** The term of the Exclusive Right to Lease portion of this agreement shall be for a term of one (1) year beginning on the 10th day of July, 2018. All other portions of this Agreement will begin on the same day as the Exclusive Right to Lease portion of this Agreement and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. In the event Owner terminates at any other time during this Agreement, CBP's rights under this Agreement shall survive such termination. All monies expended by CBP shall be paid to CBP prior to cancellation and CBP is authorized to withhold any sums owed to CBP from monies held prior to the final disbursement to Owner. CBP reserves the right to terminate this Agreement with written or verbal notice if, in the opinion of CBP's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. CBP may, at its option, continue to hold Owner liable for any commissions due, fees due, or monies owed CBP if tenant(s) remain in the Property after such termination by CBP. This Agreement shall be binding upon the parties' successors, estate and assigns.

**5. Broker's Authority:** Owner hereby grants Broker the sole and exclusive right to: rent or lease the Property; to review potential Tenant background (credit, eviction, criminal histories) as Broker deems appropriate; to inspect the Property at such times as Broker deems necessary; to place a lockbox on the property for showings and/or maintenance, to collect all rental and other funds that may be due Owner including any court action; to issue receipts; to advertise the Property including placing of a sign on the Property; to cooperate with other Brokers as he may see fit; to settle claims; to collect deposit monies and deposit same in Broker's non-interest bearing trust account, to require releases from all parties in the event of a controversy before disbursing trust funds; to do all those things Broker deems necessary to the efficient management of the property.

**6. Leasing:** Broker is given the exclusive right to execute leases and renewals for a maximum period of one (1) year; to screen prospective residents; to terminate tenancies and to serve such notices and institute eviction proceedings in the name of the Owner as may be necessary; to employ attorneys in the name and at the expense of the Owner to prepare necessary legal instruments and institute and defend any legal actions arising out of the property. Before employing an attorney, Broker will make every attempt to contact the owner for consent. Further, Broker shall have the right to assess late charges against the tenant and retain 50% of said late charges. Broker shall also have the right to assess insufficient check charges against the tenant.

**7. Commission and Fees:** The commissions and fees are broken down into **two** components.

Leasing Commission: Owner agrees to pay Broker a leasing commission for leasing services **Of Eight (8) percent**, up front from the gross rent for the entire rental period.

Management Fee: Owner further agrees to pay a **Ten (10) percent** management fee each month, on monthly gross rent collected on a monthly basis during the term of this agreement, upon execution of the lease for property management services.

Owner further agrees that this same rate of commissions will be paid to the Broker on any new lease and the same fee will be paid on lease extensions between these same parties. Major repairs, renovations, or improvements are not included in CBP's responsibilities under this Agreement. Additional fees may apply. Commission will be deducted from rental proceeds monthly. In the event this agreement terminates while a lease executed under the authority given herein is still in effect, Owner agrees to pay Broker at the termination a fee for the unexpired term of the lease as if this agreement has expired concurrently with the lease(s) hereunder.

**8. Exclusive Agreement:** Owner hereby stipulates that property is not presently listed for sale or rent with another Broker and agrees that they will not list it for rent or sale with another Broker during the term of this Agreement. In the event the property is sold or exchanged during the term of this agreement, Broker shall be entitled to an additional commission of six (6) percent of the gross sales price. All sums due Broker by any provision of this agreement, may be deducted from funds held by Broker for benefits of Owner.

**9. Owner's Obligations:**

- Owner shall promptly furnish all items, documents and records required for proper management of the property including current leases, status of rental payments, association documents and rules, loan payment information, copies of existing service contracts and warranties, certificates of insurance, keys, remotes, and codes.
- Owner acknowledges that leases 6 months or less are subject to state and local sales tax.
- Owner will refer immediately to Broker all inquiries regarding the leasing of the Property.
- Owner will inform Broker of intent to convey the Property.
- Owner acknowledges that Broker will rely on Owner's representations regarding the Property when dealing with prospective tenants. Owner will immediately inform Broker of any material facts that arise after the signing of this Agreement. Owner will disclose any known facts that materially affect the value of the Property. List facts (including defects) that currently materially affect the value of the Property, such as structural problems, pending condemnation or foreclosure, presence of dangerous substances or unusual occurrence on the Property:

- Owner understands that the lockbox, if utilized, will be for the benefit of Owner by accommodating other brokers to more easily show the property, and hereby releases Broker from all liability and responsibility in connection with any loss which may occur.
- Owner certifies that all heating, cooling, plumbing, electrical systems, and built in appliances are in working condition, that the roof does not leak, and that water does not enter living areas from rain or other subterranean sources. Owner certifies that the house is in good and habitable condition, and in compliance with all applicable laws, ordinances and regulations of all government authorities. Owner will ensure that the house is clean and the grounds are in good condition at the time the property is turned over to CBP to manage and prior to Tenant's occupancy after any extended period of vacancy. Owner will provide working smoke detectors. Owner certifies that all window locks and all door locks are operable and secure. Owner will provide to CBP, keys, garage door and gate remotes, and codes as necessary for access. Owner will provide window treatments and their hardware. Owner warrants that the property to be managed is a legal rental unit and that its rental will not be in violation of any rules, laws, or ordinances.
- Owner agrees to directly pay for all condominium maintenance fees, property taxes, insurance, mortgages and other charges for the Property and agrees to provide Agent proof that such payments are current upon request.
- If the Property was built before 1978, Owner will provide Broker with all information Owner knows about lead-based paint and lead-based paint hazards (LBP) in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. Owner understands that the law requires the provision of this information to Broker and to prospective tenants before the tenants become obligated to lease the Property.

Built after 1977     No known LBP     Known LBP (provide all info/records)

**10. Insurance:** Owner shall carry bodily injury, property damage, and public liability insurance in an amount not less than \$300,000.00. During continuance of this agreement, all insurance coverage carried by Owner on the Property will be primary to any coverage carried by Broker. Insurance Company \_\_\_\_\_  
 Address \_\_\_\_\_ Policy # \_\_\_\_\_

**11. Hold Harmless:** To the extent allowed by law, Owner agrees to hold CBP harmless from and indemnify CBP for all claims in connections with the leasing and management of the herein described property and from liability for injury suffered by any employee or other person whomsoever; and to carry, at their own expense, adequate public liability insurance. CBP also shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which he may do or refrain from doing hereunder, except in cases of willful misconduct or gross negligence. If suit is brought to collect CBP compensation or if CBP successfully defends any action brought against CBP by Owner, relating to the property, or management thereof, Owner agrees to pay all costs incurred by CBP in connection with such action, including reasonable attorney's fee.

**12. Maintenance and Repairs:** CBP is authorized to maintain on the Owner's behalf the sum of Three hundred Dollars (\$300.00) to be collected from the Owner at the time of listing. CBP is also authorized to reimburse this deposit as needed by deduction from rental payment or billing the Owner. CBP is expressly authorized, on behalf of Owner, to make necessary repairs, purchase minor items as needed, order cleaning of premises as needed, provided, however, that expenditures for same shall not exceed the sum of Three hundred Dollars (\$300.00) in any calendar month unless expressly authorized by OWNER. In the case of emergencies (i.e. air conditioning, heat, refrigeration, range or plumbing or any other repair CBP deems an emergency or necessary in CBP's sole judgment for the safety of the Tenant or the welfare of the property), CBP has authority to institute repairs even if over the aforementioned \$300.00 limit. If the repair is in excess of the \$300 being held by CBP, then CBP shall withhold the amount disbursed for such repair or expenditure from the next ensuing rent payment or payments received. CBP shall be, however, under no duty to undertake such repairs or make such expenditures unless and until OWNER remits the required sum for it. OWNER agrees to pay all charges owing to CBP prior to cancellation of this AGREEMENT. Major repairs, renovations, or improvements are not included in CBP's responsibilities under this Agreement. Additional fees may apply. Any funds collected by CBP will be held in CBP's non-interest bearing bank account. CBP will arrange for all repairs, inspections, maintenance, and cleanings, unless OWNER has notified CBP in writing prior to the commencement of repairs that OWNER will use someone else that OWNER has selected, and OWNER makes arrangements with the third party directly. OWNER agrees that they shall pay the third party directly and shall indemnify and hold CBP harmless for payment of third party.

**13. Vacant Property:** CBP will not be responsible for inspections, maintenance, or repairs for a property during periods of vacancy. Any request of CBP by OWNER to perform property management type services during periods of vacancy will be billed to Owner at a fee of \$25 per month. In such a case, CBP is expressly authorized, on behalf of Owner, to obtain any services as needed to maintain the property during vacancy.

**14. Authority:** The OWNER gives CBP authority and agrees to assume all expenses in connection therewith, to hire vendors as required for the operation and maintenance of the premises. It is agreed that all vendor employees shall be deemed as working for the OWNER and not CBP, and that CBP may perform any of his duties through his attorneys, agent or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention. CBP is expressly granted by the OWNER the right to manage property as CBP deems necessary, to collect all rental and other funds that may be due to OWNER, or assign or transfer the management account as CBP may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things CBP deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained in writing by the OWNER.

**15. Condominium/Homeowner's Association:** In the event the subject property is part of a Homeowner's Association (HOA) or Condominium Association (CA), the OWNER agrees that, by the execution of this Agreement, he/she specifically authorizes CBP to act on the OWNER'S behalf to cooperate with the HOA or CA in its enforcement of such Bylaws, Covenants, Restrictions, and

Rules and Regulations., The OWNER agrees to pay the assessments, fees, or fines imposed by the HOA or CA promptly or CBP may pay same from received rental receipts. In the event Tenant violates any of such Rules, Regulation, Bylaws, or Covenants and Restriction of such HOA or CA, CBP is herewith appointed as AGENT on behalf of OWNER to take such actions as may be necessary to enforce the same; and if Tenant fails to comply, to commence eviction proceedings against the Tenant for and on behalf of the OWNER. Owner agrees that CBP is in no way liable for the payment of any fees, fines, or assessments.

**16. Utilities:** In any Lease where the Tenant shall have use of the Owner's utilities and be responsible for all or part of the bills, OWNER shall pay the entire bill in a timely manner and forward copies to this office for reimbursement as agreed to in the Lease Agreement. Under no circumstances shall OWNER cause the termination of these services and OWNER agrees to indemnify CBP for any damages or litigation fees/costs incurred by CBP if OWNER improperly terminates a utility service. CBP will in no way be responsible for nonpayment of or theft of any utility service by Tenant.

**17. Furnishings/Warranties:** The Owner shall deliver a copy of the furnishings inventory and keep the Inventory list current. If requested by Owner, CBP will produce an inventory list and Owner will pay CBP for such service on an hourly basis. Owner understands that furnishings will likely have normal wear and tear. Owner is also to deliver to CBP copies of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this Agreement is executed, CBP shall assume that none exist. Current service contracts and warranties include: \_\_\_\_\_

**18. Damages or Missing Items:** CBP is not responsible for damage to the premises or items missing, switched out, lost, or damaged under any circumstances, including but not limited to theft, vandalism, or negligence of the Tenant's or their guests. CBP will inspect the property upon Tenant's departure. If desired, OWNER may contract for an updated Inventory at such time. In the event Tenant has damaged the premises or owes any money to OWNER, CBP is given the exclusive authority to use its professional judgment to determine the amount due, charge the Tenant accordingly, and/or settle with the Tenant upon advice of CBP's legal counsel. CBP is given the power to make claims on the security deposit on behalf of Owner and CBP will not be liable for any failure to make claim(s) on any damages which were not readily apparent to CBP.

**19. Hurricanes, Tropical Storms, Acts of God:** CBP shall not be responsible to take any precautionary measures to avoid damages from any Act of God. If agreed to in writing between CBP and OWNER, CBP will attempt to arrange for such precautionary measures, but OWNER understands that CBP has no control over the availability of labor or materials in such emergencies and will not be held liable for any damage resulting to the structure under any circumstances created by the Act of God. OWNER agrees to pay reasonable costs for this service and for post-storm inspection of the property

**20. Rental Proceeds:** Broker will render a statement monthly, on or about the 10<sup>th</sup>, showing all funds collected and disbursed. Broker is directed to remit to Owner not less often than monthly the net funds as follows: gross rental income less management fees, any authorized repairs and \$40 fee for a lease preparation if applicable (see section 21). In the event disbursements shall exceed receipts, owner shall promptly remit such excess to CBP. Rental proceeds should be sent directly to OWNER via: US mail  OR Bank  CBP will provide monthly statements to Owner of income and expenses, including year-end summary and 1099 statements.

**21. Lease Preparation Fee:** State law does not allow real estate brokers to modify the state approved lease or prepare a lease for a term of more than twelve months. Owner shall pay a \$40 lease preparation fee for any leases more than 12 months, or if any changes or addendums to the state approved lease are necessary.

**22. Deposits:** If Prospective tenants make a deposit to hold a property for rent, should said deposit be forfeited for any reason, including failure to sign a lease, the forfeited deposit will be divided equally between CBP and the Owner.

**23. Non-Discrimination:** Broker does business in accordance with the Federal Housing Law (The Fair Housing Amendments of 1988). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin in the sale or rental of housing or residential lots, in advertising the sale or rental of housing, in the financing of housing, in the provision of real estate brokerage service, or in the appraisal of housing.

**24. Protection Period:** Owner agrees to pay Broker's fee if, within 120 days after the end of this Agreement Period, Owner leases or sells the Property to any prospects with whom Broker or any other broker communicated during this Agreement Period regarding leasing the Property.

**25. Early Termination:** Owner may terminate this Agreement by providing written notice to Broker 30 days prior to the Agreement expiration. If Owner wishes to terminate this Agreement at any other time, Owner may conditionally terminate this Agreement with 45 days' notice by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$500.00. However, Owner agrees that if the Property is contracted for lease or sale to a tenant during the time period from conditional termination to the end of this Agreement Period, Broker may void the early termination and Owner will be obligated to pay Broker the compensation set forth in paragraph 7, less the cancellation fee.

**26. Deviation or Amendments:** Any deviation from these terms, or Amendments to this Agreement must be in writing and executed by all parties.

**27. Governing Law:** It is agreed that this Agreement shall be governed by the laws of the State of Florida.

**28. Partial Invalidity:** If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**29. Dispute Resolution:** This Agreement will be construed under Florida law. **Mediation:** All disputes between Broker and Owner based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. Each party will pay its own attorney's fees and expenses unless otherwise agreed by the parties during mediation. **Arbitration:** Disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration will pay its own fees, costs and expenses, and will equally split the fees of arbitration. Any party's refusal to mediate shall not prevent the other party from pursuing their claims in arbitration. If Broker is made a party to a suit between Owner and a tenant because of acting as an escrow agent under this Contract, Broker shall recover reasonable attorney's fees and costs incurred, to be paid out of the escrowed funds.

**30. Brokerage Relationship:** Owner authorizes Broker to act as a transaction broker.

**31. Binding:** This Agreement is binding on Broker's and Owner's heirs, personal representatives, administrators, successors and assigns. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

**32. Consultation:** Broker advises Owner to consult the appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

**33. Acceptance of electronic, facsimile and scanned signatures** – The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement, including leases, will be considered signed when the signature of a party is delivered electronically, by facsimile transmission or delivered by scanned image as an attachment to electronic mail (email). Such electronic, facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

Date: 7/10/18 Owner's Signature: Jean K. Doster  
Date: 7/10/18 Owner's Signature: Jean K. Doster, Sr.  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: 404 290-2597 Fax: \_\_\_\_\_  
Address: 355 S. Ocean Dr. 802 Ft. Pierce  
E-mail: mamajeandoster@gmail.com

Date: \_\_\_\_\_ Authorized Associate or Broker: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Copy returned to Owner on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

personal delivery  mail  facsimile  scanned attachment to email

Limited Power of Attorney to Execute Leases

I/We Joseph Doster and Jean Doster  
do hereby certify that I am/We are the Owner(s) of said property located at:  
355 S. Ocean Dr # 802, Ft. Pierce FL 34949

and I/We hereby authorize Steven R. Schlitt of **Coldwell Banker Paradise** and/or his assigns as my attorney-in-fact to act in my capacity to execute leases on my/our behalf as Owner(s) under the terms and conditions of the Exclusive Right to Lease Agreement and pursuant to paragraph 5, BROKER OBLIGATIONS, Agreement dated July 10, 2018.

The right, power, and authority of my attorney-in-fact under this Agreement shall commence and be in full force and effect on July 10, 2018 and shall remain in full force and effect as long as the Exclusive Right to Lease Agreement between Owner(s) and **Coldwell Banker Paradise** is in effect.

Joseph R. Doster, Sr.  
Owner Signature

Date: 10 July 2018

Jean H. Doster  
Owner Signature

Date: July 10, 2018

State of Florida

County of St. Lucie

The foregoing instrument was acknowledged before me on this 10th day of July 2018, by personally known

WITNESS by hand and official seal:

Linda Nelson  
Notary Public  
Printed Name: Linda Nelson



Personally known OR  produced identification  
Type of identification produced: \_\_\_\_\_