



PARADISE

EXCLUSIVE RIGHT TO LEASE AND PROPERTY MANAGEMENT AGREEMENT

1. Parties: This agreement between Paul & Jeanmarie McCann (hereinafter called "OWNER"), and COLDWELL BANKER PARADISE (BROKER hereinafter called "CBP"), whereby the Owner appoints CBP as 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 [] Unfurnished [] Furnished [] Furnished & Turnkey (includes linens, kitchenware etc.)

b) Real Property: Street address: 355 S. Ocean Dr. Unit # (if any) 803 Parking Space # (if any): # of Bedrooms: 2 # of Baths: 2 1/2 Property Tax I.D. #: 2401-522-0051-000-2 Personal property, including appliances:

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: Closet in Master Next to balcony

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

3. Rental Rate and Terms:

a) Rental Period and Rate: Annual Monthly Rate \$ Seasonal Monthly Rate \$ 4800-4200

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:

[x] Electric [x] Water [x] Sewer [] Gas [] Basic Cable [x] Premium Cable [x] Internet [x] Garbage Collection [x] Lawn Maintenance [x] Pest Control [x] Pool Maintenance [] Alarm System [x] Association Dues/Assessments Warranties Other:

Additional Comments/Agreements: Hurricane Shutter Installation (If O gives responsibility to T, O should understand that installation will be at T discretion)

c) Hurricane Shutter Directive:

Hurricane shutters provided [x] YES [] NO Type of Shutters: [x] Accordion [] Panels [x] Impact Glass [] Bahama Location of Hurricane Shutters: 2 balconies, 2 windows. Person/Company Responsible for Shutter Installation: Phone #:

IF NO SHUTTERS PROVIDED, ALLOW PLYWOOD AT OWNERS EXPENSE? [] YES [] NO (CBP does not recommend plywood due to property damage)

- CBP suggests Hurricane shutters installed with a storm that is a Category 1 or greater.
• CBP is not liable for installation or overseeing the installation of hurricane shutters.

d) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by CBP Owner (only if Property is not managed by CBP) in a Florida financial institution required by Florida Landlord and Tenant law, in a non-interest-bearing account.

Advanced rent \$ _____

Security Deposit: \$ _____

No Pets Allowed

Pets Considered: _____

Refundable Pet Deposit: \$ _____

Non-refundable Pet Fee \$ _____

Association Application Fee: \$ _____

e) **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.

CBP is responsible for timely collection and remittance of said taxes.

CBP shall remit rental taxes to Owner for handling.

f) **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.

g) **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 CBP 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 27th 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 one (1) 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 by Owner 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. **CBP's Authority:** Owner hereby grants CBP and CBP's agents, employees or other delegates the sole and exclusive right to: rent or lease the Property; to review potential Tenant background (credit, eviction, criminal histories) as CBP deems appropriate; to inspect the Property at such times as CBP 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 by any court action; to issue receipts; to advertise the Property including placing of a sign on the Property and any other marketing activities deemed appropriate by CBP; to cooperate with other Brokers as CBP may see fit; to settle claims; to collect deposit monies and deposit same in CBP'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 CBP deems necessary to the efficient management of the property.

6. **Leasing:** CBP is given the exclusive right to execute leases and renewals, and to perform all tasks ancillary to such executions and renewals, for a maximum period of one (1) year from the effective date of this Agreement; such additional tasks include, but are not limited to, the right 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, CBP will make every attempt to contact the owner for consent. Further, CBP shall have the right to assess late charges against the tenant and retain 50% of said late charges. CBP 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 CBP a leasing commission for leasing services of **Five (5) percent**, ~~Seven (7)~~ ^{EIGHT (8)} percent if lease is 6 months or less) 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 CBP on any new lease or lease extensions between these same parties. Responsibility for 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 CBP the aforementioned commission for the entire lease as well as any renewals or extensions of said lease so long as the tenant remains in possession of the leased premises.

8. **Exclusive Agreement:** Owner hereby stipulates that property is not presently listed for sale or rent with another CBP and agrees that they will not list it for rent or sale with another CBP during the term of this Agreement. In the event the property is sold or exchanged, or an Agreement for the Sale and Purchase of the Property becomes effective, during the term of this agreement (or during the Protection Period under Paragraph 24), CBP shall be entitled to an additional commission of six (6) percent of the gross sales price. All sums due CBP by any provision of this agreement may be deducted from funds held by CBP for benefit 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 CBP all inquiries regarding the leasing of the Property.
- Owner will inform CBP of intent to convey the Property.
- Owner acknowledges that CBP will rely on Owner's representations regarding the Property when dealing with prospective tenants. Owner will immediately inform CBP 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 CBPs to more easily show the property, and hereby releases CBP 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 Property 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 such keys, garage door remotes and gate remotes, and codes as are necessary for access. Owner will provide window treatments and their hardware, as applicable. 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, HOA fees, property taxes, insurance, mortgages and other charges for the Property and agrees to provide CBP proof that such payments are current upon request.
- If the Property was built before 1978, Owner will provide CBP 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 CBP 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 CBP. Insurance Company _____

Address _____ Policy # _____

Please provide Certificate of Insurance with Coldwell Banker Paradise, 1209 US1, Sebastian, FL 32958.

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 a maintenance and repair deposit in 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. OWNER shall also indemnify and hold CBP, its shareholders, officers, directors, and other agents harmless from and against all claims, liabilities, causes of action, damages, judgments, attorney's fees, court costs, and expenses which arise out of or are related to any action or failure of any third party conducting repairs to the property under this section.

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 \$35 per hour. 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 OWNER 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 its duties through its attorneys, agents 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 any damage to the Property or any 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 Property 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.
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, including but not limited to, any Hurricanes, Tropical Storms, Tropical Depressions, or any other weather-related events. If mutually agreed to in a separate written agreement 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 "emergency" costs for this service.

Owner authorizes does not authorize pre- and post-storm inspections of the property for a total flat fee of \$50.

- US mail OR Bank (complete EFT form, attached).
- CBP will provide monthly statements to Owner of income and expenses, including a year-end summary and 1099 statements.
- 21. Lease Preparation Fee:** State law does not allow real estate CBPs to modify the state approved lease or prepare a lease for a term of more than twelve months. Owner shall pay a \$45 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, and 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:** CBP 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 CBP's fees under Section 7 and/or Section 8 if, within 120 days after the end of this Agreement Period, Owner leases or sells the Property to, or an Agreement for the Sale and Purchase of the Property becomes effective between CBP and, any prospects with whom CBP or any other CBP communicated during the term of this Agreement.
- 25. Early Termination:** Owner may terminate this Agreement by providing written notice to CBP 60 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 as long as there is no tenant in the property. 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 (including the Protection period in Paragraph 24), CBP may void the early termination and Owner will be obligated to pay CBP the compensation set forth in paragraph 7, less the already paid 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. Any disputes arising out of this Agreement shall be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the Florida Arbitration Code or other arbitrator agreed upon by the parties. The prevailing party shall be entitled to fees, costs and expenses, as well as its share of the fees of arbitration. Any party's refusal to mediate shall not prevent the other party from pursuing their claims in arbitration. If CBP is made a party to a suit between Owner and a tenant because of its role as an escrow agent under this Contract, CBP shall recover reasonable attorney's fees and costs incurred therefrom, to be paid out of the escrowed funds.
- 30. Brokerage Relationship:** Owner authorizes CBP to act as a transaction Broker.
- 31. Binding:** This Agreement is binding on CBP'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:** CBP advises Owner to consult the appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.
- 33. Scope of Agreement:** This Agreement shall bind and inure to the benefit of CBP and its successors and assigns and of the

OWNER and its successors and assigns. Further, the CBP shall not be responsible to perform any actions or services that are not explicitly described herein.

34. Acceptance of electronic, facsimile and scanned signatures: The parties agree that this Agreement, any agreements ancillary to this Agreement, and any 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: 7/26/18 Owner's Signature: Juanmaie McCann

Date: 7/26/18 Owner's Signature: [Signature]

Home Phone: (561) 691 9407 Work Phone: 561 744 7900 Cell Phone: (561) 818 2169 Fax: _____

Address: 355 S. Ocean Dr. # 803 Ft. Pierce FL 34949

E-mail: MCCannpb@yahoo.com

Date: 7.27.18 Authorized Associate or CBP: [Signature]

Work Phone: _____ Cell Phone: 586.945.8313 Facsimile: _____

Address: 411 N. US Hwy 1, Fort Pierce FL 34950

E-mail: JUSTIN.MORFIELDC@YAHOO.COM

Copy returned to Owner on the 27th day of JULY, 2018 by:

personal delivery mail facsimile scanned attachment to email

Limited Power of Attorney

I/We Paul and Jean Marie McCann
do hereby certify that I am/We are the Owner(s) of said property located at:
355 S Ocean Dr # 803, Ft Pierce, FL 34949

and I/We hereby authorize Steven R. Schlitt of **Coldwell Banker Paradise** and/or his assigns as my/our attorney-in-fact to act in my/our 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, CBP OBLIGATIONS, Agreement dated _____, 20__.

The right, power, and authority of my attorney-in-fact under this Agreement shall commence and be in full force and effect on _____, 20__ 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.

[Signature]
Owner
Signature

Date: 7/26/18

[Signature]
Owner Signature

Date: 7/26/18

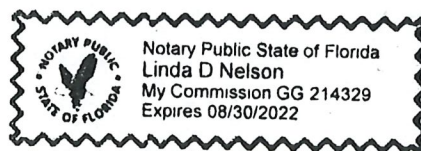
State of Florida

County of St. Lucie

The foregoing instrument was acknowledged before me on this 26th day of July 2018, by
Paul and Jean Marie McCann

WITNESS by hand and official seal:

[Signature]
Notary Public
Printed Name: Linda Nelson



Personally known OR _____ produced identification
Type of identification produced: _____