



Pineapple Gulf Property Mgmt.
1221 S McCall Rd.
Englewood FL 34223
Office (941) 473-0333
www.RentEnglewood.com

Thank you for your interest in Pineapple Gulf Property Management Services.

Our strongest emphasis is procuring well-qualified tenants, keeping well-maintained properties, and proper notifications to owners. Once this is accomplished, property management becomes a pleasant experience for owner/investors, tenants and Pineapple Gulf Property Management, Inc.

Once you consider Pineapple Gulf Property Management Inc. as your property management, we will require **4 sets of property keys, mailbox keys, garage door and gate openers. Pineapple Gulf Property Mgmt. requires at signing of management agreement, a check in the amount of \$250.00 (\$250 a non-refundable one-time startup fee). A completed inventory report is required for those properties that will rent short term.**

All annual applicants for our properties must complete a detailed application. This application includes personal and employment references, income history and credit information. Then a thorough screening takes place, which is the first step in procuring a qualified tenant. For annual rentals our deposit policy is \$25 higher than the rent and \$500 deposit for our seasonal properties. Our rent policy is to give a \$25 discount if paid on or before the 1st of each month.

If pets are allowed, a separate \$250 non-refundable pet fee will be required. This is true with Annual and Seasonal rentals. Once approved, the tenants sign a detailed rental agreement and complete the leasing procedure. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.

Please read the enclosed Property Management Contract carefully. If you have questions on any of the enclosed documents, please contact us personally. We look forward to hearing from you soon.

Sincerely,

Nicole Bass/Realtor
Pineapple Gulf Property Mgmt.

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Englewood FL 34223
Office (941) 473-0333
www.RentEnglewood.com
Nicole@RentEnglewood.com



PROPERTY MANAGEMENT CONTRACT
State of Florida

PARTIES: This agreement between _____ the owner or legally appointed representative of the premises, hereafter called LANDLORD and PINEAPPLE GULF PROPERTY MANAGEMENT., hereafter called the BROKER, whereby the LANDLORD appoints the BROKER its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises are not currently for sale and agree to sign a Solvency Statement. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

Unit was built prior to 1978 _____ Yes _____ No _____ Year _____ Sq footage _____

Property Address _____

Unit# _____ Zip Code _____ Parking Space # _____

Condominium Name _____ Furnished _____ Unfurnished _____

#Bdrms: _____ Bths: _____ Garage _____ Pool _____ Heated? Yes/No _____ Solar OR Heat pump? (Cir) _____

Pool Care Included? _____ Pool Company Name _____

Lawn Care Included? _____ Lawn Company Name _____

Seasonal Info: Bed sizes~ Master _____ Guest _____ #3rd Bed _____ Unit phone # _____

The property includes the entire premises in full UNLESS an areas such as shed(s) storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by LANDLORD in writing.

EXCLUDED AMENITIES: Any appliances, hot tubs, grills or amenities that the landlord shall not be responsible for maintaining must be disclosed to Broker by Landlord

TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties' successors, entity changes, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, BROKER agrees to notify Buyer of this Agreement prior to sale as Buyer will be bound to this agreement. **The term shall begin on the _____ day of _____ 20_____** and will be in effect for one year 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 either party to terminate.

TERMINATION BY LANDLORD: Termination is effective when actually physically received by BROKER BY CERTIFIED MAIL. In the event this agreement is terminated by LANDLORD, the BROKER shall continue to receive the rental commission set forth below as long as the tenant(s) placed on the property by BROKER shall remain in the unit. In the event this agreement is terminated by LANDLORD, the BROKER'S rights provided for in this agreement shall survive such termination. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to the final disbursement to LANDLORD. An additional cancellation fee of \$100.00 per unit will be charged to LANDLORD should LANDLORD terminate this agreement.

TERMINATION BY BROKER: BROKER reserves the right to terminate this agreement with 30 days written notice to LANDLORD at any time, or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions violate the terms of this management agreement or are

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illegal, improper, jeopardize the safety or welfare of any TENANT(S) or other persons, interfere with this

management agreement, code violations occur on the property, a foreclosure action is filed against the LANDLORD or LANDLORD is delinquent in the payment of any taxes, fees, assessment fees, bills, fines or any other financial obligations related to the premises or the BROKER. If termination occurs, the LANDLORD shall immediately hire Property Manager or provide BROKER with a Florida bank account for BROKER to transfer any deposit held on behalf of the TENANT.

LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.

RENTALS: BROKER will use his/her best efforts to lease or rent with the following terms:

Long Term (Unfurnished) Annual Agreements (6 months or longer) : The tenant, before occupancy, shall have to pay any prorated rent or first month's rent, plus Good faith and/or Security Deposit (which shall be \$25.00 more than one month's rent). If BROKER feels more security deposit is necessary, then those figures may be worked on at the sole judgment of the BROKER.

Short Term (Furnished) Seasonal Agreements (less than 6 months): All utilities are to be paid by the LANDLORD. Short term tenants, before occupancy, shall have paid at least a Good Faith Deposit of \$500.00.

Any deviation from these terms must be agreed upon by all parties with written or verbal notice. LANDLORD agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges and late fees.

LEASING and MANAGEMENT: BROKER or BROKER'S agent is given authority to sign all lease(s). BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on LANDLORD'S behalf, any default notices to tenant(s) as may be necessary. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually and, BROKER shall hire an attorney to perform the eviction. Costs and Attorney's Fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. LANDLORD warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

BROKER or BROKERS AGENTS IS GIVEN AUTHORITY TO SIGN ALL LEASE(S)

CREDIT REPORTS: Due to laws which affect disclosures of private and credit information, LANDLORD shall not be provided with the TENANTS credit report and/or application

TENANTS SECURITY DEPOSIT, DAMAGE OR MISSING ITEMS: BROKER is not responsible for damages to the premises under any circumstances or for items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of TENANT(S) or their guests. In the event TENANT(S) damage the premises or owe any monies to the LANDLORD, BROKER is given the EXCLUSIVE authority to determine in its professional judgment the amounts due, charge the TENANT(S) accordingly as per Florida Statutes 83.49 and or settle with the TENANT(S). BROKER is given the power to make claims upon the security deposit on behalf of LANDLORD and BROKER shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER. LANDLORD understand and agrees that the Security Deposit belongs in full to the TENANT(S) unless a claim is made upon the Security Deposit AND BROKER is hereby granted to the sole authority to make claims as BROKER deems appropriate. LANDLORD shall not interfere with this process and shall accept BROKERS claim if any on the Security Deposit.

RENTAL RATES:

a. To display signs thereon, and to lease and rent the same; to sign, renew, extend and/or cancel leases for the premises or any part thereof, to institute and prosecute actions to oust tenants and recover possession; to sue for and recover rent and other sums due; and when expedient, to settle, compromise and to release such action or suits.

b. To make every effort to collect rents due or to become due, and to raise or lower rents as conditions

may warrant and to require security deposits. This property is to rent for no less than (the prices below) unless written or verbal permission is obtained from the owner.

1. **UNFURNISHED ANNUALLY** (If rent is paid on or before the 1st of each month a \$25.00 discount will apply)
One year \$ _____ per month
Six months \$ _____ per month
(Security deposit will be \$25.00 more than the rent)

2. **FURNISHED SEASONALLY**: this property is to rent for no less than (please fill in below) with the tenant paying long distance telephone calls and anything over \$150.00 per month on the electric and water.
Seasonal months are January, February, and March
Winter December 1st – April 30th \$ _____
Summer May 1st - November 30th \$ _____

CONDOMINIUM / HOMEOWNERS ASSOCIATION: 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 and, further, the LANDLORD shall be responsible for providing BROKER with all current rules and regulations, and for payment of any recreation fees, liens, deposits, and /or other fees, fines levied by the association, or assessments and LANDLORD agrees to indemnify BROKER for payment of same. In the even the TENANT(S) fail to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments imposed by the HOA or Condo Association. BROKER will make its best efforts to legally force the TENANT to comply with the Rules and Regulations. If a Condo Association or HOA requires approval of the TENANT and this approval is not granted or is delayed by the Association, BROKER shall not place the TENANT in the property. In the event LANDLORD receives any correspondence from an association regarding any problems with the TENANT or Rule or Regulations change, LANDLORD shall immediately forward such correspondence to BROKER and confirm receipt of BROKER.

INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium maintenance fee, taxes, insurance, mortgages, and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page. LANDLORD must notify the insurance company that the premises is being used as a rental. LANDLORD agrees to hold BROKER harmless, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

UTILITIES: If allowed by law and unless otherwise agreed to by the parties, TENANT(S) are required to have telephone service, cable, electric, water service and all other utilities in their own name. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service. Florida law specifically prohibits the direct or indirect termination of utilities is defined broadly. BROKER will deduct bills to the extent of funds available and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by TENANTS(S). At the request of BROKER, LANDLORD may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.

ANNUALLY (Unfurnished) PROPERTY: Tenant(s) are required to have all utilities in their own name. LANDLORD agrees that the BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s). All locks will be changed in between tenant(s) with a charge to the owner.

SEASONAL (Furnished) PROPERTY: A telephone is not required but cable, satellite or Fios TV and internet is required in all furnished units BROKER manages. Any rental agreement where the tenant(s)

shall have use of the LANDLORD'S electric or any other utilities, the owner will be responsible for up to \$150 of the bill, LANDLORD shall pay the entire bills in a timely manner and forward FULL copies to this office by the 25th of the following month for reimbursement. Broker will diligently collect funds from tenant(s) and LANDLORD agrees that BROKER shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).

POOLS: LANDLORD shall maintain a professional licensed bonded pool service on the pool (if one exists) at LANDLORD'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service or pool service at LANDLORD'S choosing to avoid damage to the pool. Fair Housing laws prohibit us from requiring TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If you have a pool, we recommend that you raise your insurance coverage as the cost to raise is minimal.

FUNDS: Any monies collected or received by Broker will be held in the BROKER'S bank account(s) and interest, if any earned, and permitted by law to be retained by BROKER, shall be paid to BROKER for administrative services and partial escrow agent's fee.

ATTORNEYS FEES - LEASE DRAFTING: In the State of Florida, a BROKER is not allowed, by law, to draft a lease, therefore, there will be a charge to the LANDLORD of \$60.00 for Attorney's fees, for preparation of the lease and any renewal leases. The charges to cover attorney's fee(s) will be collected from first monies received. The lease is renewed on annual rental properties only. A hand written survey and video will be completed at a cost of \$50.00 before each new annual tenant that takes possession of your property.

TIME PERIODS: SEASONAL PROPERTY. To avoid booking conflicting occupancies for seasonal properties, LANDLORD must specify in writing those time periods for his own and/or LANDLORDS guests' use of the premises, prior to the BROKER having negotiated a rental. In the event LANDLORD places a Tenant in the premises or moves into the premises while this agreement is in effect and this action results in a conflict with a prior booking by BROKER, LANDLORD agrees to be held liable for any and all damages suffered by the displaced Tenant and agrees to pay for any rent or fee amounts displaced Tenant may pay in another unit over and above what that Tenant would have paid had the LANDLORD not created a conflict. LANDLORD agrees to indemnify BROKER and/or its agents for all damage and attorney's fees in the event Tenant institutes any litigation over a LANDLORD caused booking conflict. Please mark the dates your unit will not be available.

JAN _____ Feb _____ March _____ April _____ May _____ June _____
July _____ Aug _____ Sept _____ Oct _____ Nov _____ Dec _____

FURNISHINGS / WARRANTIES: The LANDLORD shall deliver a copy of the furnishings inventory if furnished or, in the alternate, pay BROKER \$50.00 per hour to provide same. (This fee is subject to change with notification by first class mail). It is LANDLORD'S responsibility to keep the inventory current. LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist. If no Warranties or Service contracts are received at the time this agreement is executed, BROKER shall assume none exist. The LANDLORD is required to provide four (4) full sets of keys, two (2) mail box keys plus one (2) garage door opener, gate opener, if applicable, to the BROKER. In unfurnished units, LANDLORD will provide window treatments and their hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER is authorized to purchase screens and /or make window repairs or replacements at LANDLORD'S expense.

INVENTORY: An inventory and inspection is not taken on rentals six (6) months or less. BROKER relies on housekeeping to report any obvious damages, but not missing items. BROKER is not responsible for items missing, lost or damaged under any circumstances, including but not limited to theft, vandalism or negligence of tenant(s) or their guests.

Initials _____

MANAGEMENT FEES, OTHER FEES AND COMMISSIONS: BROKER shall be entitled to a commission from all

rent monies collected from the TENANT, or retained from the security deposit upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, application fees, nonrefundable pet fees minus any pet damages and late fees/charges. All Late charges or fees owed by any TENANT(S) shall be collected at the discretion of the BROKER and BROKER shall retain any such charges, fees and late fees even though they may be defined as "additional rent" in the lease agreement which allows these sums to be placed on a Three Day Notice.

ALL FEES OR COMMISSIONS are due to BROKER whether BROKER procures TENANT or LANDLORD procures tenant unless otherwise agreed to in writing. If there are accumulated late charges at the end of the tenancy, BROKER may at its discretion retain these funds from the security deposit, first applying security deposit funds to damages or amounts due the LANDLORD and then applying accumulated late charges to the deposit and retaining same.

MANAGEMENT COMMISSION: BROKER shall be entitled to a commission of 15% of rents or money paid by The TENANT or any party each month or in the event of a full or partial buy out of the lease by the TENANT. If TENANT prepays rent in advance; such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any moneys owed by LANDLORD each month when it becomes due.

PROCUREMENT FEE: BROKER shall collect a fee of **\$250.00 at the time the management is signed, for Leasing fees which include a non-refundable onetime set up fee of \$250.00.** In addition, as compensation for its services to be rendered under this agreement, Rental Agent may collect late fees from tenants who do not promptly pay their rent when it is due, said late fees will be retained by Property Manager as a collection expense. Any new Annual & Seasonal Rental properties will be professionally cleaned by our licensed and insured housekeepers.

THE MANAGEMENT FEE IS MANDATORY and covers a wide variety of services such as, fully computerized system, arranging for and supervising repairs, inspections, collection and payment of applicable Florida state and local taxes from funds received from tenant(s), preparation of Federal Form #1099, etc. LANDLORD agrees to pay BROKER according to the above schedule during the tenant(s) continuing occupancy together with any renewals or extensions thereof or for any new lease or rental between the parties.

MANAGEMENT FEES: LANDLORD agrees to pay Company according to the above schedule during the tenant's continuing occupancy together with any renewals or extensions thereof or for any new leases or rental between the parties. All Short Term Rental Agreements must be honored by LANDLORD including, but not limited to the sale of the unit as well as termination of the Exclusive rental Management Agreement after the LANDLORD has accepted future bookings. During the aforesaid time period, should tenant purchase the property, LANDLORD will pay the Company at least 6% percent of the gross sales price, or any greater commission LANDLORD agrees to pay to any third party, whichever is higher. Any subsequent lease by LANDLORD or listing agreement with any other Real Estate Broker will not modify this sales commission between LANDLORD and Company, except for the amount of the sales commission which has been set out above. Should you decide to list your unit for sale with another Real Estate Firm, you should exclude in your listing agreement any tenant(s) we have secured for you in the past one year or future tenant(s) that will be occupying your unit during the term(s) of your listing agreement. FAILURE TO DO SO WILL RESULT IN YOU POSSIBLY PAYING A DOUBLE SALES COMMISSION.

PROCEEDS: BROKER shall send LANDLORD the proceeds collected from the rental of property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared the BROKER'S bank and will be sent to the owner between the 15th and the 20th of the month. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit, if retained, shall be disbursed to BROKER in full. In order to minimize legal disputes and liability to both the LANDLORD and the BROKER, BROKER retains the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same. THIS IS TO AVOID LITIGATION FOR THE LANDLORD AND THE BROKER. If BROKER has sent proceeds to LANDLORD and the TENANT'S payment is not honored, LANDLORD shall immediately refund such payment to BROKER upon demand.

REPAIRS / ADDITIONAL INVENTORY: BROKER is given the right to spend in the amount not to exceed \$250.00 in any month to purchase items, make repairs, and housekeeping and pay for same out of

i.e. air conditioning, heat, refrigerator, range, plumbing or any other repair the BROKER deems an emergency and/or necessary in BROKERS sole judgment for the safety of the tenant(s), or the welfare of the property. BROKER has authority to institute repairs even if over \$500.00. In the event repairs are made, BROKER shall withhold the amount disbursed from the next ensuring rent payment or from any rents received but not yet forwarded to LANDLORD. LANDLORD agrees that in the event repairs are necessary, LANDLORD will be charged a 15% or \$10.00 (whichever is greater) customer service fee above the cost of the repair, this fee is to cover arranging for, coordinating and inspecting the repair. BROKER will arrange for all repairs, inspections, maintenance and cleanings, unless LANDLORD has notified BROKER in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, and LANDLORD makes arrangements with third party direct. LANDLORD agrees that they shall pay third party direct and shall indemnify and hold BROKER harmless for payment of same. LANDLORD agrees that they shall hold BROKER harmless for any and all damages caused by TENANT.

- a. In the event that disbursements are in excess of rents collected by the BROKER, the LANDLORD agrees to pay all such excess to the BROKER immediately upon receipt of the monthly statement. Provided that nothing herein shall obligate the BROKER to advance money for expenses.
- b. The BROKER shall not be liable for any willful neglect or abuse to the LANDLORD'S property by the tenants.
- c. The BROKER shall not be liable for loss or personal property left on the premises by the tenants or the LANDLORD either by exchange or theft by the tenant(s) or third party.
- d. The BROKER shall not be liable for vandalism or deteriorating of property during a vacancy period.

DAMAGES or MISSING ITEMS: BROKER 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. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant accordingly and/or settle with the tenant(s) upon advice of legal counsel. BROKER is given the power to make claims upon the security deposit on behalf of LANDLORD and BROKER shall not be held liable for any failure to make claim(s) on any damage which were not readily apparent to BROKER. LANDLORD grants BROKER the full authority to make damage cost assessments and to charge tenant accordingly AND hereby releases BROKER for any liability for unclaimed or undiscovered damages.

HURRICANES, TROPICAL STORMS, ACTS OF GOD: BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of GOD including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes, unless agreed to in writing between BROKER and LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.

KEYS: Keys will be issued during office hours, for LANDLORD or his guests or tenant(s), which is a service included in our management fee. Issuing keys after hours for LANDLORD or LANDLORD'S guests (**not tenant(s)**) and activation's of unit requested by LANDLORD will result in a \$50.00 fee being charged. BROKER is given the authority to RE-KEY the outside access doors at the discretion of BROKER at LANDLORD' expense.

BROKER'S AUTHORITY: a) BROKER is granted by the LANDLORD the right to manage the property as the BROKER deems necessary, to collect all rental or other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the management account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient management of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing. If an applicant does not meet BROKER's criteria

opportunity to approve applicant based upon the information that BROKER supplies LANDLORD. BROKER is given the EXCLUSIVE Right to deliver, on LANDLORD's behalf, any default notices to TENANT (S) as may be necessary. Any legal notices or institution of eviction or damage proceedings against TENANT(S), through the courts or otherwise, must be taken by LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an eviction attorney to perform the eviction. BROKER does not practice law. Costs and Attorneys Fees to evict TENANT(S) or otherwise will be paid by LANDLORD in advance and when due and LANDLORD agrees to hold BROKER harmless for same.

b). In the event TENANTS(S) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER is entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER. BROKER is not a debt collector and shall be under no obligation to collect monies owed and/or file a civil suit against a TENANT for monies owed when TENANT vacates.

NOTICE : Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke detectors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER' ACTIONS. In the event a TENANT complains of pest issue, water quality issues, mold, bedbugs or any other environmental issue, LANDLORD agrees to pay for inspection by certified inspector to help defend LANDLORD and BROKER from claims made by the TENANT. Such inspection will not be performed unless the LANDLORD is notified first and authorizes the inspection.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over a time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida, additional information regarding radon and radon testing may be obtained from your public health unit.

PRE-1978 PROPERTIES: Federal EPA rules require BROKER to provide the TENANT with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws beginning in 2011 require almost all workers on pre 1978 home to be certified under the Renovation Repair and Paint Rules. (RRP) Please do not use any friends, vendors, handymen ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

LANDLORD CONTACT WITH TENANT(S): LANDLORD agrees and understand that if LANDLORD has any contact with the TENANT(S) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. BROKER strongly urges that all contact with TENANT(S) be made by and through BROKER. LANDLORD agrees that contact with the TENANT(S) may be grounds for BROKER terminating this agreement and continuing to hold LANDLORD liable for all commissions due.

DOGS: LANDLORD affirms that dogs _____ ARE _____ ARE NOT covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. LANDLORD agrees and understands that SERVICE ANIMALS for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a SERVICE ANIMAL.

Will you allow any kind of pets? Please mark **Y** for Yes -- **N** for No

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Dog's _____ cat's _____ birds _____ spiders _____ reptiles _____ fish _____ ferrets _____

Gerbil's _____ guinea _____ pigs _____ mice/rats _____ small pet with approval _____
If yes – the tenant is charged a \$250.00 non-refundable pet fee to owner upon move-in.

SMOKING: Will smoking be allowed in your property? Yes ___ No ___

FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS: In the event the property becomes subject to a lien of foreclosure proceedings and/or a bank, condominium of homeowner's association or mortgagee exercises any right to an assignment of rent they may have, LANDLORD agrees that BROKER shall comply with any court order and/or at BROKERS discretion disburse rent monies to the requesting party based on advice of BROKER'S legal counsel. If any of the aforementioned occurs, LANDLORD gives BROKER the full right and authority to disburse the security deposit and/or advance rent, if any, held by BROKER to ANY party including the TENANT even if the TENANT is still residing on the premises or owes rent.

***** IMPORTANT FAIR HOUSING NOTICE *****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, Please do not ask or expect us to place any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FASCIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING

THIS IS A LEGAL BINDING CONTRACT - READ CAREFULLY BEFORE SIGNING AND INITIAL

Please **circle** which of the following the property is owned by: **OWNER** **PARTNERSHIP**
If owned by a partnership, please have everyone fill out and sign this agreement.

EXECUTED THIS _____ **DAY OF** _____, **20**_____

PLEASE PRINT

Owner: _____ Social Security #: _____

Owner: _____

Address: _____

Day Phone: _____

Night Phone: _____

Cell Phone: _____

Fax: _____

Cell Phone: _____

Email _____

Owner's Signature

Date

Agent

Date

SPECIFIC POWER OF ATTORNEY

TO SIGN LEASE

Landlord/Owner(s), hereinafter Owner(s), hereby grants Broker or Broker's agent(s) **Nicole Bass** who holds a current, valid real estate Sales persons or Brokers license, hereinafter Agent(s), the specific power of attorney to sign lease(s) and/or lease renewals (unless specifically not authorized by Owner(s) in writing by certified mail at least 60 days prior to any renewal period) on managed or finder fee rental properties on behalf of Owner(s) and thus bind Owner(s) to the terms of the lease agreement(s). Owner(s) agree that they alone own the managed properties and that there are no other undisclosed owners of the properties. Agent(s) are given the exclusive right to screen and approve or disapprove prospective tenant(s). Owner(s) warrant that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. Owner(s) agree to indemnify agent(s) in the event that the unit managed is not a legal rental unit or is in violation of any rules, codes, ordinances or laws.

Property Address _____

OWNER NAME PER DEED _____

Owner

Owner

Witness

Witness

_____/_____/_____
DATE

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____ 20____
THE ABOVE SIGNATORIES WHO DID NOT TAKE AN OATH AND ARE ____ PERSONALLY
KNOWN TO ME OR ____ PRODUCED THE FOLLOWING FORM OF
ID _____

NOTARY PUBLIC SIGNATURE (SEAL HERE)

PRINTED NAME

COMMISSION # _____ COMMISSION EXPIRATION DATE ____/____/____

**4680 Placida Rd. Unit #D.
Englewood FL 34224
941-473-0333**

DISCLOSURE

RADON GAS NOTICE to prospective tenant

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to 404.056 (8), Florida Statutes.

ENERGY EFFICIENCY RATING DISCLOSURE AND REQUEST

Tenant has the right to have the energy efficiency rating of the building for occupancy determined. Landlord acknowledges receipt of the Florida Energy Efficiency Rating System.

Owners signature

Date

Owner signature

Date

Pineapple Gulf Property Management, Inc.

Property Manager

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**

Lead Warning Statement- *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

Lessor's Disclosure (OWNER)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Lead-based paint and/or lead-based painting hazards are present in the housing (explain).

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (TENANT)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet ***Protect Your Family from Lead in Your Home.***

Agent's Acknowledgement (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor Date Lessor Date

Agent of Lessor Date

SOLVENCY STATEMENT

Date _____

I/we _____ hereinafter "Owner" of the property located at:

Hereby state and affirm that all bills and money due on the premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home.

Owner agrees that in the event any dispute arises between a tenant and the Owner or agent as a result of Owner's failure to make any payments relative to the premises, Owner agrees to completely indemnify and hold harmless broker, agent, property managers, their employees, and assigns hereinafter "Broker" for any and all damages or litigation which may arise out of Owner's actions or inactions. Owner understands that a tenant has a right to peaceful quiet enjoyment of the premises and if Owner fails to keep all payments current, a tenant may have a right to withhold rent, break the lease agreement or hold Owner or agent liable for any damages they suffer as a result of Owner's failure to keep all payments current.

Owner gives Broker full authority to cease the management of the premises and hold Owner liable for any damages or amounts due under the management agreement if Owner misrepresents any information or fails to abide by this agreement and keep all payments current.

OWNER

OWNER

DATE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p> <p>Pineapple Gulf Property Mgmt 4680 Placida Rd Unit #D Englewood FL 34224</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Danger of Overpricing

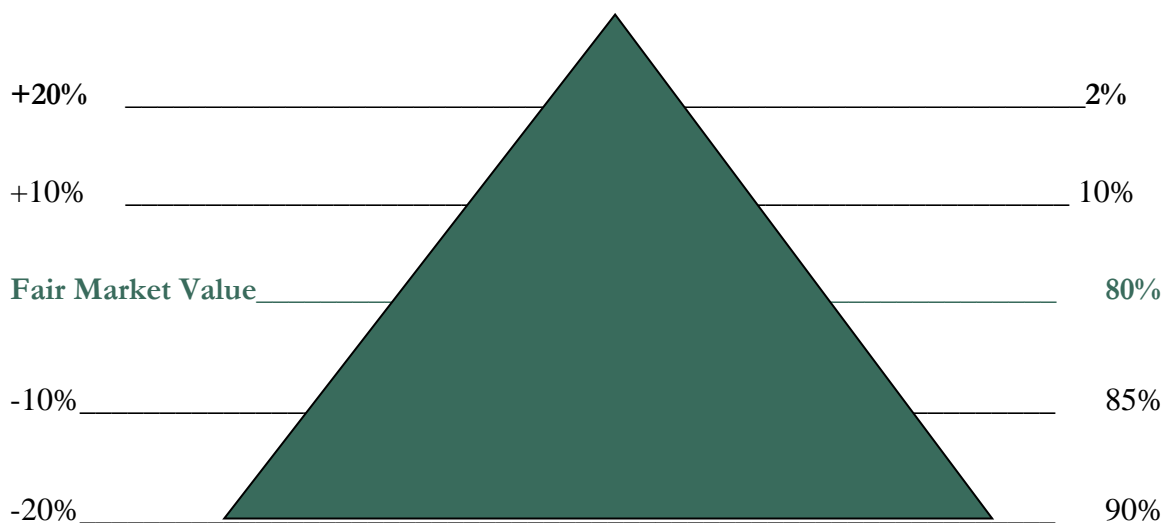
When setting a rental price, why not ask for the moon?

Make no mistake, we want you to get the best possible rate for your property. Keep in mind that the rental market is “immediate” – a prospective renter generally does not have the luxury of time. When a home is priced too high for the market:

- It may eliminate you from the immediate market
- It implies that you aren't ready
- The competition looks better
- You may have to drop the rate in order to rent

Asking Rate in Relationship to Fair Market Value

% of Prospective Renters Who Will Want To Rent Your Property



Percent of Renters who will want to rent you Property



Pineapple Gulf Property Management
1221 S McCall Rd
Englewood, Fl 34223
(941) 473-0333
www.RentEnglewood.com

Determining Your Home's Rental Rate

The rental market in Charlotte & Sarasota County is an active one, with new properties constantly arriving on the market. Quality rentals are taken within days of being on the market. We at Pineapple Gulf Property Mgmt., Inc. determine the rental rates based on a few of these factors:

What Factors Influence the Rental Amount?

- Current market value
- Desirability factors, including location & special amenities
- The characteristics of your home & quality of property
- If you intend to rent furnished or unfurnished
- Attractive clean homes
- Length of time of your rental (annual/seasonal) & flexibility
- Home improvements and renovations

Conditions that do not affect the Rate of Your Home

- The profit you wish to make
- The amount of money you've spent on improvements
- What other sources, such as friends and sales realtors have suggested
- Your current mortgage payment
- Homeowners Insurance, Flood Insurance & Taxes



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PROPERTY MANAGEMENT OVERVIEW

WHY CHOOSE PINEAPPLE GULF PROPERTY MANAGEMENT??

- Our staff is known for our personal relationships, experience and the ability to get your property advertised, rented and maintained.
- Three rental coordinators for three times the service.
- Video taped, digital pictures and written surveys to keep detailed records of your property.
- We show properties the same day, sometimes within hours, of a prospective tenant's request.
- We use only Attorney prepared leases for your protection.
- All of our rental properties are advertised as Non-Smoking - no exceptions.
- We screen every tenant's credit, eviction history and background checks when necessary.
- We use top of the line rental software to accurately track your income and expenses.
- Monthly statements of account. End of year 1099's and Income and Expense summaries.
- A long list of experienced, licensed and insured vendors providing quality work.
- Collection and the remittance of sales tax to the State of Florida and to the County your property is located in.

WHAT IS THE COST TO YOU?

- A one-time, non-fundable \$250 startup fee
- 15% commission of each month rent collected.
- 4 sets of keys, 2 mailbox keys, and 2 garage door openers, if available.

WHAT CAN YOU EXPECT FROM US?

- A "**For Rent**" sign placed on the property.
- Property will be added to our rental list which is available at our office 24 hours a day 7 days a week.
- Property will be placed on our websites - RentEnglewood.com, which are linked to other websites such as, Zillow.com, MyNewPlace.com, Trulia.com, Realtor.com and HotPads.com.
- You make the decision whether to accept pets. If you do, we will collect a non-refundable pet fee of \$250 which will come to you. It is not a deposit; the tenant does not get it back. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.
- We will collect a security deposit, last month's rent and water deposit and hold them in our escrow account. A refund to tenant after a thorough walk-through is conducted upon their departure with-in 15 days of departure.
- Full screening of prospective annual tenants
 - Credit report on each applicant over 18 years of age.
 - Present Landlord verification
 - Present employment/income verification
 - Two personal references
 - Two relative references
 - Full background check.
- All information is shared with owners for final approval of the tenant except the background and credit check. We will lease your property at the asking amount of rent (with a \$25 discount if paid on or before the 1st of each month).