



### Exclusive Property Management Agreement

|                                                                                          |             |                                                                                                                                                                                                             |                                                                                                         |                                                                                   |  |
|------------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|--|
| <b>Owner's Contact Info:</b><br>Address:<br><br>Phone:<br>Email:                         |             | All American Realty & Investment Group<br>68 Beal Parkway SW<br>Fort Walton Beach FL 32548<br>850-374-3744<br>contact@usrealty.us<br><a href="http://www.allamericanrealty.us">www.allamericanrealty.us</a> |                                                                                                         | <b>Prepared by:</b><br>Chesser & Bar, PA<br>1201 Eglin Pkwy<br>Shalimar, FL 32579 |  |
| <b>HOA or Condo Association</b><br>Name:<br>Address:<br>Phone number:<br>E-mail Address: |             |                                                                                                                                                                                                             | <b>Banking Information:</b><br>Account Holders Name:<br>Routing #<br>Acct#<br>Savings          Checking |                                                                                   |  |
| Garage Code:                                                                             | Alarm Code: | AC Filter Size:                                                                                                                                                                                             | Garage Remotes:                                                                                         | Keys Provided:                                                                    |  |

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ between \_\_\_\_\_ hereinafter "Owner(s)" and **All American Realty & Investment Group** (hereinafter "Agent") as the exclusive agent to rent, lease, operate, control and manage the property listed below.

In consideration of the mutual promises and covenants herein contained, Owner(s) and Agent agree as follows:

- PROPERTY.** By this Agreement, Owner(s) hereby employs Agent to manage and rent or lease the property described as:  
(Referred to in this Agreement as the "Property(s)")

**Address:**

**Legal Description:**

The Property includes the entire premises in full UNLESS any area such as shed(s), storage closet(s), garage(s), attic, crawl space, other storage areas, sheds or rooms are specifically excluded by OWNER in writing.

- TERM OF AGREEMENT.** The terms and conditions set forth in this Agreement shall commence on \_\_\_\_\_ and continue until such time as this Agreement is terminated by either party, as provided herein. This Agreement is intended to be binding on the parties' successors, estate, and assigns. Owner(s) will maintain active participation in the management to include, but not limited to, capital improvements, and major repair expenditures. Owner(s) are authorized to make periodic personal inspections of the Property, but not without prior written notice to the Resident(s) and to Agent.

**Owner(s) agrees to pay for the following items if checked:**

|                          |             |                          |                          |                          |              |
|--------------------------|-------------|--------------------------|--------------------------|--------------------------|--------------|
| <input type="checkbox"/> | Electricity | <input type="checkbox"/> | Lawn Service/Landscaping | <input type="checkbox"/> | Pest Control |
| <input type="checkbox"/> | Water/Sewer | <input type="checkbox"/> | Cable                    | <input type="checkbox"/> | Pool Service |
| <input type="checkbox"/> | Gas         | <input type="checkbox"/> | Garbage                  | <input type="checkbox"/> | Other        |



3. **OWNER'S REPRESENTATIVE:** Owner shall designate one (1) person to serve as Owner's representative (the "**Owner Representative**") in all dealings with Agent hereunder. Whenever the approval, consent, or other action of Owner is called for hereunder, such approval, consent, or action shall be binding on Owner if specified in writing and executed by Owner Representative. The initial Owner Representative shall be \_\_\_\_\_. Such Owner Representative may be changed at the discretion of Owner, at any time, and from time to time, upon prior written notice delivered to Agent.
4. **AGENT REPRESENTATIVE:** Agent takes a Team Partnership approach to management of all properties. Owner's first point of contact should be the office at 850-374-3744 or [pm@usrealty.us](mailto:pm@usrealty.us).
5. **PROPERTY MANAGEMENT LEGAL PROGRAM:** To ensure Owners receive legal protection and the use of professionally drafted lease agreements, All American Realty and Investment Group ("Agent") provides a Property Management Legal Program. Florida law prohibits BROKERS from drafting leases, and the Agent has determined that the standard Florida Board of Realtors lease does not provide sufficient protection for the Owner or the property. To address this, the Agent retains legal counsel to represent Agent and to prepare a customized lease agreement with enhanced protections for compliance, enforcement, and risk management.

Chesser & Barr, P.A. ("the Firm") is **our legal counsel and is** a law firm that regularly handles **landlord-tenant and property management** matters. The Firm **exclusively provides these services to Agent but are not limited to**, rentals, evictions, and lease enforcement. These services **not only benefit Agent but in turn** benefit the Owner through consistency and legal compliance.

**The Owner can, at any time, hire an attorney of Owner's choosing and at Owner's expense.** Enrollment in the Property Management Legal Program is \$400.00 per year and covers up to four (4) residential units under Agent's management. For Owners with more than four (4) units, an additional \$400.00 fee will apply for each additional set of four (4) units. The annual fee will be charged to the Owner's account each January and deducted from the January disbursement. If this Agreement is executed in any month other than January, the fee will be assessed at the time of contract execution and deducted from the Owner's account. Fees are non-refundable if this Agreement is terminated by either party prior to the end of the calendar year.

**The annual fee includes:**

- Drafting and use of the attorney-prepared lease with enhanced protections, Addendums, Notices and other forms as needed.
- Unlimited telephone consultations and advice to the Agent regarding evictions, lease enforcement, and compliance.
- Attorney support for routine landlord-tenant issues handled through the Agent.
- Continual Legal Updates to Agent as the law changes.
- Addressing security deposit disputes and other issues with Residents as they arise.
- Attorney fees for Evictions for nonpayment of rent or termination. Evictions are for possession only. (Costs for filing evictions and prosecuting them are separate, unless stated otherwise herein.)

If legal services beyond lease preparation, basic eviction procedures, or routine legal advice to the Agent are needed—such as litigation, owner disputes, or direct representation—the Owner will retain and pay an attorney directly. The Owner may request representation from the Firm, and if no conflict exists, the Firm may represent the Owner separately at the Owner's expense.

As part of enrollment in the Property Management Legal Program, Agent will add Owners as a protected party to a master general liability insurance policy. This coverage is intended to provide legal defense and protection in the event a Resident files a lawsuit or claim involving the property or lease; however, this coverage is expressly secondary and will apply only after the Owner's primary insurance policy limits have been exhausted or denied. A copy of the insurance policy will be provided as a separate attachment.



The following guarantees also apply to any Resident placed exclusively by the Agent:

**Resident Placement Guarantee** – If a Resident placed by the Agent is evicted or voluntarily vacates the property within the first 12 months of the lease start date, the Agent will secure a replacement Resident at no additional leasing or placement fee, except in cases involving military orders, mutual lease termination, property condition issues, owner interference, or other circumstances beyond the Agent's control.

**Eviction Protection Guarantee** – For the first twelve (12) months of the Resident's lease term only, if a Resident placed by the Agent must be evicted for a lease violation, the Agent will cover the court filing fee only associated with initiating the eviction. This guarantee excludes additional attorney fees, owner-directed actions, habitability issues, or disputes unrelated to Resident default.

**One-Month Rent Protection Guarantee** – If a Resident placed by the Agent is evicted solely for non-payment of rent within the first 12 months of the lease start date, the Agent will compensate the Owner for up to one (1) month of unpaid rent at the rate stated in the active lease, provided the Owner does not interfere with or delay eviction or enforcement actions. Delay being defined as situations where Owner authorizes Resident be given more time to pay what is owed. Resident withholding rent because of an alleged Owner/Agent noncompliance is not included in this Guarantee.

6. **TERMINATION:**

- A. **Termination by Owner:** This Agreement shall continue on a month-to-month basis and may be terminated by owner with no less than thirty (30) days' written notice. Agent acknowledges and agrees that the Owner shall have the right to terminate this Agreement at any time with a 30-day notice, without penalty. Upon receipt of a termination notice, Agent shall cooperate in the orderly transition of management, including providing Resident contact information as allowed by law or by third party agreements such as credit reporting agencies, copies of leases, keys, security deposit documentation, accounting records, and any other materials reasonably necessary to transfer control of the property. All outstanding invoices, management fees, maintenance charges, and financial obligations incurred prior to the effective termination date shall remain the responsibility of the Owner and shall be paid in full before the final disbursement of funds. Once all amounts due have been satisfied and all required documents have been provided, both parties shall be released from further obligations under this Agreement.
- B. **Termination for Cause:** Owner may immediately terminate this Agreement at any time during the Term hereof for "Cause," which in this instance shall be defined as follows:
1. Fraud, misappropriation of Owner's funds, embezzlement, intentional misrepresentation, criminal conduct (which shall not include minor traffic offenses), willful misconduct or gross negligence by Agent.
  2. Failure by Agent to manage the Property with such skill, care, and judgment as are generally employed by other managers of comparable properties in the area(s) in which the Property is located following written notice thereof from Owner to Agent and, if such failure is susceptible to cure by Agent, the failure of Agent to remedy or correct such failure within fifteen (15) days after delivery of such notice; provided, however, that if Agent is diligently pursuing a remedy or correction of such failure, Agent may have additional time, not to exceed thirty (30) days after delivery of such notice.
  3. Failure by Agent to comply with any other material provision of this Agreement following written notice thereof from Owner to Agent and, if such failure is susceptible to cure by Agent, the failure of Agent to remedy or correct such failure within fifteen (15) days after delivery of such notice; provided, however, that if Agent is diligently pursuing a remedy or correction of such failure, Agent may have additional time, not to exceed thirty (30) days after delivery of such notice.
- C. **Termination by Agent.** Agent may resign its duties as Agent effective on the last day of any calendar month by giving written notice to Owner not less than thirty (30) days prior to the effective date of such resignation. Such notice must specify the effective date of the resignation. Upon termination, Agent shall cease all property management services, including but not limited to Resident communication, maintenance, leasing, and financial management, as outlined in this Agreement. The termination of this Agreement shall not relieve Owner of any obligations or responsibilities arising prior to the termination date, including the payment of any outstanding fees or expenses owed to Agent or Vendors



Agent has contracted services with. The foregoing notwithstanding, Agent shall have the option to immediately terminate this Agreement, in writing, upon the occurrence of any of the following:

1. Written or verbal notice if in the opinion of AGENT'S legal counsel this Agreement should be terminated immediately.
2. Condemnation, eminent domain, foreclosure or other actions are brought involving the Property.
3. Owner becomes a Debtor in Bankruptcy as defined by applicable law.
4. OWNER'S actions or inactions are illegal, improper or jeopardize the safety or welfare of any RESIDENT or other persons.
5. The Owner enters into a sales contract for the property managed under this Agreement, provided that the sales contract is not affiliated with or conducted through All American Realty and Investment Group.
6. Owner fails to comply with any material provision of this Agreement, or any ordinance, law, rule, order, or regulation by any federal, state or local government agency, authority, or official claiming to have jurisdiction with respect to the rental of the Property.
7. All monies expended by Agent shall be paid to Agent upon cancellation and Agent is authorized to withhold any sums owed to Agent or Vendors from monies held prior to the final disbursement to Owner.
8. In the event of cancellation by Agent within the first 180 days of execution of this Agreement, the termination fee specified herein above shall remain applicable and due.

D. **Property Occupied at Termination.** Owner understands that if this Agreement is terminated for any reason with a Resident occupying the Property, the security deposit held by Agent will stay with Agent unless Owner hires a new property management company or the Resident consents to transfer the security deposit to Owner.

E. **FINAL ACCOUNTING:** On termination of this Agreement, it is agreed by both Owner(s) and Agent:

1. All keys, records, contracts, leases, other papers or documents in the possession or control of Agent pertaining to the management of the Property, together with all supplies or other items of property owned by Owner and in Agent's possession, shall be forthwith delivered to Owner.  
Agent's right to compensation shall immediately cease, but Agent shall be entitled to compensation for services rendered hereunder prior to the date of termination. The agency hereby created shall immediately cease, and Agent shall have no further right and authority to act for Owner.
2. Upon termination, Owner will assume all responsibility for payment of all approved or authorized unpaid bills.

7. **ONBOARDING AND TURNS:** Upon onboarding a new property, Owner authorizes Agent to coordinate all necessary make-ready services to bring the property to rent-ready standards. These costs shall be billed to the Owner and may include, but are not limited to, deep cleaning, carpet cleaning, repairs, and the onboarding fee. The onboarding fee and the Property Management Legal Program fee must be paid to Agent before the property is marketed, and the property must be in rent-ready condition prior to any showings or Resident placement. Deep cleaning and carpet cleaning are non-negotiable requirements and will be performed exclusively by one of Agent's trusted vendors to ensure consistency and quality. All associated invoices for make-ready services shall be paid by Owner on a net 30 basis as those invoices are received. At the time of lease termination or in preparation for a new tenancy, Agent shall retain \$1,000 from the last month's rent collected to ensure sufficient funds are available for turn-related expenses. Some of the turn expenses may later be recovered from the Resident's security deposit when applicable, and any such reimbursements will be credited back to the Owner once received.

8. **LISTING PROPERTY AND SALE OF PROPERTY TO RESIDENT:** Owner(s) agrees not to list the Property for sale with another broker during the term of this Agreement and should the property be sold to any Residents procured by Agent, Owner(s) agrees to pay Agent a sales commission at the rate of 4% of the gross sales price or any greater commission Owner(s) agreed to pay to any third party, whichever is higher.



9. **OWNER MARKETING:** Owner shall conduct all rental activity for the Property exclusively through Agent. Owner shall not market, advertise, or list the Property for rent or sale—nor create or publish any advertisements—that may constitute a “blind advertisement” under Florida law (i.e., any advertisement that fails to clearly disclose the licensed brokerage responsible for the listing). This prohibition includes, but is not limited to, postings on social media, third-party real estate websites, and physical signage.

All advertising and marketing for the Property shall clearly identify the licensed brokerage name “All American Realty & Investment Group,” in full compliance with § 475.25, Florida Statutes, and Rule 61J2-10.025, Florida Administrative Code.

10. **COMPENSATION FOR MANAGERIAL SERVICES:** All fees or commissions are due to Agent regardless of whether Agent procures the Resident or the Owner procures the Resident, unless otherwise agreed to in writing. The Onboarding Fee is due at the time of execution of this Agreement. The Property Management Legal Program Fee shall be billed annually in two installments of Two Hundred Dollars (\$200.00) each, with the first installment due in January and the second installment due in July of each calendar year. Owner shall pay the following to Agent as compensation:

1. **Onboarding Fee:** \$
2. **Leasing Set Up Fee:** \$ for each new Resident. (Lease Setup Fee)
3. **Management Fee:** ( %) of rental income received per month.
4. **Lease Extension Fee:** \$ for each lease extension/renewal. (Lease Renewal Fee)
5. **Property Management Legal Program:** \$ per year. (Legal Contract Fee)
6. **Fees Owed Pursuant to the Lease:** Agent includes a Fee Addendum in every lease agreement, and all fees outlined therein are retained by Agent. These fees are assessed to compensate for the additional time, administrative efforts, and resources required to enforce lease terms and ensure Resident compliance. All late charges and related fees owed by any Resident shall be collected at the sole discretion of Agent and retained in full. This includes any fees designated in the lease as “additional rent,” which may be included in a Three-Day Notice or any other statutory notice to pay rent as permitted by law.
7. **Special Project Fee/Stabilization Fee:** Repairs, restoration, or renovations exceeding \$5,000.00 shall be deemed “Special Projects.” Special Projects entail Agent’s additional time, attention to, and involvement in accounting, supervision, and coordination among trades, in addition to those required by basic services as described in this Agreement, and such time and additional services will be reimbursed to the Agent at a rate of 10% of the total project. At the time of owner approval, owner agrees to submit payment for 50% of total project via ACH through the owner portal.
8. **HVAC Service Fee:** The HVAC system represents one of the most significant operational expenses for property owners and may expose them to liability if not properly maintained. Regular maintenance ensures peak efficiency, reduces energy consumption, and helps identify minor issues before they develop into major problems. For this reason, Agent shall contract air conditioning preventive maintenance services, which include one annual inspection of the HVAC system, to be performed by a vendor of Agent’s choosing. This service will be treated as a standard maintenance invoice and charged to the Owner’s account. Any additional repairs identified at the time of service will be invoiced separately and treated as a secondary service call. Resident shall be responsible for monthly filter changes and monthly cleaning of the HVAC condensation line in accordance with the lease agreement.
9. **Renewal Inspections:** Agent employs a third-party property inspector for annual renewals, a practice that ensures uniformity and consistency in each renewal inspection process. This report includes but is not limited to, photographs of the property, a written report by an inspector, recommendations to preserve/increase property value, any insurance risks present like trampolines, above ground pools, swing sets etc., unauthorized pets, illegal activity,



examination of door locks and any other security devices, and maintenance issues that are needed immediately or that can be deferred to a later time. Owner agrees at the time of this inspection, if any smoke alarms are found to be past end of life, the smoke alarms will be replaced by the inspector at Owner's expense. Window screens must undergo an annual inspection and any necessary repairs, if identified during the inspection, shall be repaired at Owner's expense. Owner understands and agrees that this inspection is not meant to be an exhaustive report for every issue but just those issues that are visible at the time of inspection knowing the Resident is occupying the property at the time the inspection is performed. Agent nor inspector will be responsible for any damages that are not reported or that are hidden. For the cost of the inspection to be paid for by Agent, the minimum monthly rent must be \$1500.00 or greater and no discounts can be applied to Agent's customary ten percent compensation. In the event this is not the case the annual inspection cost will be treated as any normal service or maintenance invoice and charged to Owner's account in addition to the fees in Item 10. In the event Owner wishes to procure an additional inspection; the Owner will be invoiced for the expenses associated with conducting the additional inspection.

10. **Additional Quote Fee:** If Agent employs (with notice to Owner) a contractor or subcontractor for general remodeling or repairing the Property (other than normal and minor day-to-day repairs), Agent's standard practice is to obtain two (2) quotes for said services. In the event that Owner wants more than two (2) quotes for remodeling and/or repairing services, then Owner shall pay to Agent a fee SEVENTY-FIVE DOLLAR AND NO/100 DOLLARS (\$75.00) (each an "Additional Quote Fee") for each quote requested in excess of the standard two (2) quotes.

## 11. PETS AND SERVICE ANIMALS

### Owner Authorization:

Agent shall be permitted to allow pets on the Property pursuant to any lease executed by Agent only if approved by Owner. If approved by Owner, such lease shall include the following terms and conditions:

1. **Pet Screening:**

All animals, including pets, service animals, and emotional support animals, will be screened through a third-party screening service at the cost of the Resident(s).

2. **Pet Rent and Weight:**

- Pet rent shall be **THIRTY-FIVE DOLLARS (\$35.00)** per month per pet.
- Pet weight shall be verified at the time of application or lease execution and may be re-verified upon renewal or inspection.
- A limit of \_\_\_\_\_ pet(s) is permitted unless otherwise approved in writing by Owner.
- Additional restrictions concerning pets:

3. **Pet Guarantee Program (Optional):**

Owner may elect to participate in the All American Realty Pet Guarantee Program as follows:

- a. The Property Management Company will guarantee up to **\$2,000.00** in pet-related damages **above the Resident's security deposit**.
- b. If Owner opts into this Pet Guarantee Program, **All American Realty & Investment Group shall retain all monthly pet rent** in exchange for providing this additional protection.
- c. The Pet Guarantee is not an insurance policy. It applies solely to pet-related physical damage to the property directly caused by an approved pet, and does not cover routine wear and tear, odor remediation, or damage caused by unauthorized animals.
- d. Opting into or out of the Pet Guarantee Program must be made prior to marketing the property or accepting a lease with a pet. Owner may opt **IN / OUT** of the Pet Guarantee Program by checking below:

☐ **Opt-In** to Pet Guarantee Program

☐ **Opt-Out** of Pet Guarantee Program



#### 4. Service Animals and Emotional Support Animals:

Owner(s) agrees and understands that Service Animals and Emotional Support Animals for persons with disabilities or medical needs are **not considered pets** and must be allowed with proper documentation.

No pet fee, pet rent, or pet deposit may be collected for a Service Animal or Emotional Support Animal.

#### 5. Owner Acknowledgment:

Owner understands that restricting pets greatly reduces the number of potential qualified renters for the Property.

Pets Authorized: ☐ Yes ☐ No

11. **REPAIRS AND EMERGENCIES:** Agent is given the right to spend at Agent's discretion and without the necessity of permission by or notification to the Owner(s), **an amount not to exceed \$500.00 for each incident** during this agreement to purchase items, cleaning, make repairs, and pay for same out of Owner's funds, and, if inadequate, Owner(s) shall be billed for the difference or the funds may be retained from the rent payment held or received and not yet disbursed to Owner(s). *(This amount may be reviewed and adjusted annually upon written notice from Agent.)* After the Resident vacates and funds become available for use from the Resident's security deposit, Agent is given the right to spend up to the full amount of the monies claimed from the Resident's security deposit plus the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, Owner(s) shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range, leaks, plumbing or any other repair the Manager deems an emergency and or necessary in Agent's sole judgment for the safety of the Resident(s) or the welfare of the property, Agent has authority to institute repairs, even if over the aforementioned limit and Owner(s) agrees to be responsible for the sums expended. Agent shall, with reasonable promptness, notify Owner of such emergency repairs and authorize only so much work to be done as is required to abate the emergency, provided, such a determination can reasonably be made, and Agent shall thereafter obtain Owner's consent before spending any additional funds to permanently resolve the problem; and in connection with the purchase of any material or services as hereinabove provided, Agent shall use reasonable efforts to make such purchases at competitive costs from reliable suppliers and shall allow Owner any rebates or discounts obtained by Agent. It is Owner(s) responsibility to ensure all items in and around the property operate in a manner that they are designed to function. As to cosmetic repairs, it is at Owner(s) discretion to have them addressed with Agent, if needed.
12. **VENDOR WORK, INVOICES AND PAYMENTS.** All vendors performing work on the property must be properly licensed and insured and must complete all required documentation prior to commencing any work. Agent may also utilize its in-house maintenance technician when appropriate to ensure timely, cost-effective, and quality repairs. All vendors and in-house maintenance services will be paid in a timely manner, with standard payment terms of Net 15, Net 30, or Net 60 days, depending on the nature of the work and established vendor agreements. In the event of any disputes arising from a vacating Resident, Agent retains the responsibility to ensure the property is restored to rent-ready condition and prepared for the next Resident without unnecessary delay.
13. **UTILITIES.** It is Owner(s) responsibility to have all utilities, at Owner(s) costs, working on the Property during any vacancy for showings and for general upkeep of the Property.
14. **POOLS:** Owner(s) shall maintain a professional licensed bonded pool service on the pool (if one exists) at Owner's expense. Fair Housing laws prohibit us from requiring a Resident to sign any type of liability waiver or deny families with children to rent due to the pool.
15. **APPLIANCES.** For any appliances that come with changeable filters, it is Owner(s) responsibility to pay for and/or provide the proper filters to ensure optimal performance of the appliance. If any appliance is replaced for any reason the replacement must be a comparable unit.
16. **LAWN CARE AND LANDSCAPING.** It is Owner(s) responsibility to provide lawn care while the Property is vacant.



Owner understands and agrees that drought, pests and Resident neglect is common, and it is extremely difficult to expect the

Resident to maintain the landscaping as would the Owner. Owner agrees to hold Agent harmless for the Resident's failure to properly maintain the landscaping. Agent may hire lawn services at Owner's expense to preserve the welfare of the property.

17. **SCREENS AND WINDOWS.** Screens on all windows are required by Florida law, and all windows must be operational. If Resident demands screens or window repairs, Owner(s) agrees that Agent is authorized to purchase screens and/or make window repairs or replacements at Owner's expense.
18. **PEST CONTROL.** During the first thirty (30) days of any lease term, it is Owner(s) responsibility to provide a pest free home. Thereafter, such responsibility falls on the Resident unless otherwise agreed to between Owner(s) and the Resident. Owner shall authorize Agent to order service calls, at Owner's expense, when there are pest infestations.
19. **WARRANTIES AND HOME WARRANTIES:** Owner(s) shall notify Agent in writing if there is any kind of home warranty/service contract in force and if any items in or on the premises is covered by any warranty/service contract with warranty/service contract information and expiration date. Owner(s) is advised that home warranties specifically and warranties/service contracts in general can cause serious legal problems when they need to be used. Because of this, Owner(s) agrees that Agent has the sole discretion and authority to use the home warranty/service contract or forego it and hire a vendor directly to get the repair completed as per the REPAIRS and EMERGENCIES paragraph contained in this Agreement.
20. **RESIDENT COMPENSATION:** Agent is authorized to use Owner's funds to pay for up to three (3) nights of hotel accommodations for a Resident and/or to abate up to one (1) week of rent, without prior Owner approval, when in Agent's professional judgment the Resident has suffered, or is likely to suffer, a material inconvenience or loss of use of the premises due to an unforeseen issue. This authority is intended to mitigate potential disputes, reduce the likelihood of litigation, and promote Resident cooperation. All such payments or abatements shall be properly documented and reflected in the Owner's accounting statement.
21. **INSURANCE.** Owner(s) agrees to maintain public liability insurance coverage on the Property at all times in an amount not less than \$100,000 per person and \$300,000 per occurrence. In addition, Owner(s) shall maintain property damage insurance in an amount not less than the full replacement cost of the Property, including all improvements and furnishings, along with any other insurance deemed necessary or advisable by either Owner(s) or Agent for adequate protection of the Property and related interests. As part of the Property Management Legal Program, Owner(s) will also be listed as an additional insured under a master general liability insurance policy secured by the Agent, which provides secondary coverage in the event of a Resident-related claim or lawsuit. Owner(s) shall furnish Agent with proof of insurance and a copy of the policy declaration page(s) on an annual basis to verify compliance with these requirements.

OWNER(S) MUST NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL.

If the Property is rendered uninhabitable and Owner(s) is compensated by an insurance company for loss of rents, Owner(s) agrees to pay Agent, its fee prorated on the amount collected from the insurance. Owner(s) agrees to hold Agent harmless for any damages suffered as a result of any lapse in or failure by Resident(s) to maintain renter's insurance coverage.

22. **PRE-1978 PROPERTIES:** Federal EPA rules require Agent to provide the Resident with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. Owner(s) grants Agent permission to sign the Lead Based Paint Disclosure as agent for Owner(s).



Was the dwelling built prior to 1978?

Yes

No

23. **MORTGAGES:** Owner shall pay all mortgage payments on time to prevent foreclosure of the Property and interference with the Resident's right and use of the Property. Owner shall notify and furnish Agent copies of all notices of default, threatened acceleration or foreclosure of a lien securing the property and of any and all contracts for sale, options to purchase, contract for deed, or any other contractual obligation affecting the Property.
24. **INCOME TAX:** Owner(s) will provide Agent with an IRS Form W-9 at the time this Agreement is signed. Agent will report all Owner income to IRS via form 1099 as required. Agent will issue one 1099 per owner.
25. **ENVIRONMENTAL DEFECTS.** Owner has not received any notice from any governmental agency or authority of any violation at the Property of any environmental law which has not been cured or any notice of any proceeding, inquiry or claim pending, or threatened, with respect to any environmental health and safety liabilities; and, to the best of the Owner's knowledge, there has not been any release not fully and adequately remediated under all environmental laws, of any hazardous materials at, to or from the Property or at any other locations where any hazardous materials generated from the Property have been stored, treated, recycled or disposed of, whether by Owner or by any other person or entity for whose conduct it is or may be held responsible.
26. **MOLD.** Florida law does not specifically define an Owner's duties or liability regarding mold prevention or remediation; however, Residents who believe they have been harmed by the presence of elevated mold concentrations may pursue damages from the Owner in court. Upon suspicion of any mold condition (excluding minor surface mold on non-porous materials such as ceramic tile, formica, vinyl flooring, metal, or plastic, and where not caused by an active leak or moisture issue), Agent shall arrange for the Property to be inspected and tested by a Florida-licensed mold assessor at Owner's expense.

If remediation is required, all remediation work shall be performed by a Florida-licensed mold remediator in compliance with the Florida Mold-Related Services Act (§ 468.84–468.8424, F.S.) and any applicable local regulations.

Owner agrees to indemnify and hold Agent harmless from any and all **mold or mildew**-related claims, losses, or damages asserted by Residents or third parties, including those arising from testing, remediation, or alleged exposure to mold at the Property.

27. **MORTGAGE AND HOA DUES.** Owner(s) is in good standing with Mortgage Company and homeowner's association, if applicable. If at any time during this Agreement, any foreclosure action is filed against the Property, Owner(s) will immediately notify Agent, and at Agent's sole option, this Agreement may be immediately terminated. If Agent is notified by a homeowner's association or other party that Owner is in default of any dues or assessments and services impacting guests will be restricted, Owner hereby authorizes Agent to pay such dues in full and deduct from the monies due Owner(s).
28. **COMPLIANCE WITH LAWS:** Owner(s) shall comply with this Agreement; Chapter 83, Fla. Stat.; homeowner's and condominium association's rules, bylaws, and regulations, if applicable; and all federal, state and/or local laws concerning the furnishing, maintenance and usage of the Property and lease. Owner(s) shall keep or allow the Property to be kept in compliance with Florida's "warranty of habitability" and with all health, safety, building, and similar codes required by any federal, state or local agencies.
29. **COOPERATION:** Owner(s) shall not hinder Agent from lawfully executing any lease under this Agreement, nor interfere with any Resident's right, use and enjoyment of the Property during the applicable lease term, nor interfere with Agent's rights under this Agreement to collect rent, additional rent and other monies owing from Resident pursuant the lease.



30. **COSTS AND RESERVE FUND:** Owner(s) shall provide an initial deep cleaning, carpet cleaning, and landscaping service prior to the property being listed for rent. All initial make-ready work will be coordinated through Agent's approved vendor network to ensure quality and consistency. If additional work is required to bring the property to rent-ready condition, Agent will obtain and present estimates to Owner(s) for approval prior to proceeding. During the final month of a resident's tenancy, Agent is authorized to withhold rent proceeds as needed to cover the cost of preparing the property for the next resident.

Agent shall maintain a **reserve fund of \$500.00** per property to cover routine or emergency expenses. If the reserve fund balance becomes insufficient to cover necessary costs, Owner shall promptly advance additional funds upon request. The reserve fund shall be automatically replenished whenever disbursements reduce the balance below \$500.00. All reserve funds shall be held in All American Realty's property-management escrow account, maintained in accordance with § 475.25, Florida Statutes, and shall not be commingled with the brokerage's operating or personal funds.

Owner(s) are responsible for all costs associated with the management and maintenance of the property and shall advance such funds to Agent as needed through the Owner Portal. If necessary, Agent may advance costs on behalf of Owner(s) and deduct the amount from future rent proceeds. Agent shall not be required to exhaust collection efforts against the Resident or any third party before deducting such costs. Covered expenses may include, but are not limited to, maintenance, repairs, vendor payments, legal fees, utility activation, re-keying, or any other necessary operational costs. In the event of litigation, if a court of competent jurisdiction determines that the opposing party is the "prevailing party" and awards attorney's fees and costs, Owner(s) shall be solely responsible for those fees and shall indemnify and reimburse Agent for any related expenses incurred.

31. **FURNISHINGS AND KEYS:** Owner(s) will deliver to Agent a copy of the furnishings inventory, if any, prior to occupancy. Owner(s) will provide Agent with two (2) full sets of keys, garage door openers (1 per door) and pool keys, if applicable. In all properties, including unfurnished properties, Owner(s) will provide window treatments, and their hardware, and smoke/fire/carbon monoxide detectors, or authorize Agent to purchase and install them. Agent is authorized to re-key the premises when deemed to be appropriate, at Owner(s) expense. Owner must remove all video monitoring equipment, smart thermostats, smart locks, electronic locks, alarm systems or any other app driven device or authorize agent to remove/replace devices.
32. **AGENT'S AUTHORITY.** Agent is granted by Owner(s) the right to manage the property as Agent deems necessary and to perform any act or do anything necessary or desirable to carry out the intent and purposes of this Agreement. Everything done by Agent shall be done as agent of Owner. Agent specifically has no authority hereunder to accept legal service of process on behalf of Owner.
33. **AGENT'S LICENSE:** Agent represents, warrants, and covenants that it will be duly licensed under the laws of the State of Florida as a real estate broker in order to enable it to lawfully perform its duties hereunder and shall maintain in good standing and renew such license throughout the term of this Agreement.
34. **ADVANCED FUNDS:** Agent shall not be obligated to make any advance to or for the account of the Owner or to pay any amount except out of funds held or provided as aforesaid, nor shall Agent be obliged to incur any liability or obligation unless Owner has furnished Agent with sufficient funds for such purpose. If Agent voluntarily advances funds on behalf of Owner for payment of any proper obligation or necessary expense authorized under this Agreement, Owner shall reimburse Agent in full within thirty (30) days of demand. Any sum not reimbursed within thirty (30) days shall accrue a service charge at a rate not to exceed one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less.
35. **DUTIES OF AGENT:** As Owner's agent, Agent's duties shall be to generally manage the Property and to perform duties and services of Owner under the lease(s) for the Property or any applicable governing documents of an association or otherwise which are delegated by Owner or reasonably necessary for the care, protection, maintenance, and operation of the Property and shall include, but not be limited to, the following:



1. Conduct background checks, screen, approve or disapprove prospective Residents, negotiate and sign leases, on Owner(s) behalf, for a minimum of six (6) months and one day and not more than twelve (12) months.
  2. Collect all rental and other funds that may be due.
  3. Enter into contracts in the name of Owner and/or Agent to carry out the terms of this Agreement and lease.
  4. Take any lawful action to keep the tenancy in compliance with federal, state, and local laws and the lease.
  5. Settle, compromise and release claims, disputes, actions, and suits and/or reinstate tenancies.
  6. Agent is given the Exclusive Right to deliver on Owner(s) behalf, any default notices to Resident(s) as may be necessary.
36. **ADMINISTRATION:** At Agent's expense, Agent will maintain a sufficient staff to perform all administrative, bookkeeping, clerical, receiving, and disbursing services required in connection with the performance of its duties.
37. **ADVERTISING:** Agent shall advertise the availability of the Property for rent using appropriate media of communications, such as Multiple Listing Service ("MLS"), by the display of signs on the Property, and by any other means deemed necessary by Agent at Agent's sole discretion. Agent shall charge all expenses of advertising under this paragraph to its own account as an Agent expense and not as an operating expense to be reimbursed by Owner(s).
38. **APPLICATION PROCESS AND CREDIT REPORTS:** Agent has developed guidelines that will be followed for processing Resident applications. If all criteria are met, Agent will place the Resident in Property. In the event there is a discrepancy in the application process, Agent will refer to Owner(s) to manually overwrite the decision. The decision to place a Resident ultimately resides with Agent. Due to laws which affect disclosure of private and credit information, Owner(s) will not be provided with the Resident(s) credit report and/or application unless specifically authorized in writing by the Resident(s) and the provider of the credit report.
39. **RENTAL RATE ADJUSTMENT:** Agent shall have authority to adjust in good faith the monthly rental rate according to market conditions, which includes the authority of Agent to offer concessions as incentive to rent the Property.
40. **COLLECTION OF RENTS:** Agent shall use reasonable efforts to keep the property rented, and subject to Owner's input and approval, Agent shall lease the Property to Residents in accordance with all laws, and collect all rent and other amounts due and payable by such Residents (the "Residents" and each individually, a "Resident"), and other income from the Property as and when due and collect and process rents and other charges received. Agent shall review and monitor the payment status of all Residents and identify any delinquencies. Agent shall conduct such investigation of the references of prospective Residents as is necessary and reasonable to protect Owner against financial loss and for the protection of the Property. Agent shall send late notices to any Residents who have not made timely payments of rent and other applicable charges, interest, late fees, allowing for any applicable grace periods.
41. **DEPOSITS:** Agent shall deposit all monies received by it for or on behalf of the Property or Owner(s) (less any sums properly deducted by Agent in accordance with the provisions of this Agreement) to the account of Owner(s) in one or more bank accounts selected and maintained by Agent for such purpose. Owner(s) shall be able to login to Agent's web-based owner portal at any time to obtain current account(s) information.
42. **RESIDENT'S SECURITY DEPOSIT:** Agent shall determine the necessity and amounts of security deposits. Such determination shall be left to the sole discretion of Agent. Agent will collect, deposit, and disburse security deposits in accordance with Florida law and the terms of each lease, as acquired. Security deposits will be deposited by the Agent in an account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States government. Agent shall obtain a security deposit from each Resident to secure the performance of the lease in an amount not less than ONE FULL MONTH'S RENT. Owner shall hold harmless and indemnify Agent for any damages not secured through a security deposit claim where said damages were not apparent to Agent after making a reasonable vacate inspection. If at any time this Agreement is terminated and



Owner hires a new property management company or the Resident consents to transfer the security deposit to Owner, Agent will transfer security deposits to such account as Owner shall request within thirty (30) days of said termination and will send an accounting of said deposit to Resident. Owner will indemnify and hold harmless Agent for any and all actions, suits, proceedings, damages, judgments, or liability relating to any disputed security deposit post-transfer.

43. **CHARGES:** Agent shall make careful audit of all bills received for services, work and supplies ordered in connection with maintaining and operating the Property, pay all such bills, and also pay water charges, sewer rent, and assessments assessed with respect to the Property or Owner(s) as and when the same shall become due and payable.
44. **COMMUNICATION WITH RESIDENTS:** Agent shall receive inquiries and communications from Residents regarding their occupancy and, after consultation with Owner(s), shall respond to such inquiries and communications in an appropriate and professional manner. Agent will systematically and promptly receive and investigate all service requests from Residents, take such action thereon as may be justified, and will keep appropriate records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to Owner(s) after investigation.
45. **MONTHLY STATEMENTS:** Agent shall render to Owner monthly statements showing all funds collected and all fees and expenses deducted. Owner(s) understands that Agent uses owner portal for such service in the ordinary course of business. Owner(s) shall only receive a paper copy of reports upon request via regular mail and will be charged a processing fee of \$25 for each request.
46. **PROCEEDS AND DEPOSITS:** Agent shall send Owner(s) the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement when monies have cleared the Agent's bank. Disbursement of money due will be completed by the 18th of each month and paid via ACH unless otherwise agreed upon in writing. If the 18th falls on a weekend or holiday, it will be completed on the next business day. If Agent does disburse money to Owner(s) before funds have cleared and/or if the funds paid to Agent come back NSF, stop payment, ACH reversed, there is a credit card chargeback or funds are otherwise not available and Agent has already disbursed funds to Owner(s), Owner(s) agrees to immediately refund that amount paid to them to Agent. All further rent money received if any will be held by Agent to replenish this if Owner(s) does not comply and if no funds are received Owner(s) will be liable to pay the money owed to Agent immediately.
47. **AGENTS/AFFILIATED ENTITIES:** Agent may contract, hire, supervise, and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Agent may perform any of Agent's duties through attorneys, agents, employees, and independent contractors, and shall not be responsible for their acts, omissions, defaults, negligence, and/or costs of same, except for persons working directly under Agent. Agent may perform any of its duties, and obtain necessary products and services, through affiliated companies or organizations in which Agent may own an interest, and may receive fees, commissions, and/or profits from these affiliated companies or organizations. Agent may receive fees, commissions, or profits from unaffiliated companies in the performance of this Agreement without prior disclosure to Owner(s).
48. **NO REPRESENTATIONS:** Agent makes no representation concerning the occupancy levels of the Property or any income to be received by Owner as a result of Agent's efforts hereunder.
49. **EVICCTIONS.** Agent does not practice law. Florida law requires that all lease agreements used by Agent be prepared by a licensed attorney and that any contested legal proceedings be handled by an attorney. Any eviction, against a Resident must be initiated by the Owner directly or, with the Owner's written authorization, coordinated by Agent through an eviction attorney. Agent has negotiated flat-fee legal services with Chesser & Barr, P.A. for eviction actions. Agent may coordinate with Chesser & Barr, P.A. for such actions only with Owner's written authorization; all legal representation shall be solely between Owner and the law firm. Owner may also retain any attorney of their choosing at any time. Fees for the initial filing of an eviction action are included as part of the Property Management Legal Program. If legal fees exceed the amount covered by the program—such as for contested evictions, extended



litigation, or additional court filings—the Owner shall be responsible for any costs and attorney’s fees in excess of the included coverage.

50. **MORTGAGE PAYMENTS.** Agent will not make mortgage or trust deed payments for you.
51. **FORECLOSURE:** If the Property is foreclosed, or if the mortgage payments become in default, such default or foreclosure during the period of an unexpired lease will be deemed a breach by Owner(s) of the lease and this Agreement and Agent may accelerate the commissions due for the remaining term of the Lease. Agent may deal with foreclosure issues such as necessary repairs, monies owed us/vendors/Resident(s), and requests by the Resident(s) to terminate the lease in one or more of the following ways:
1. By imposing a lien upon rental payments Agent receives.
  2. By working with Owner(s) and the Resident(s) to find a solution, including the possibility of sale of the Property, if deemed feasible, in Agent’s sole discretion.
  3. By relocating the Resident(s). Agent has the discretion to substitute another dwelling for the Property, whether or not the Property is managed by Agent.
  4. In any other way that Agent deems to be fair and reasonable.
52. **ASSOCIATION RULES AND REGULATIONS:** Any lease of Property controlled by an association, shall be subject to the Declaration pertaining to that Property, and to its rules and regulations. You shall be responsible for providing Agent with all current controlling documents, including applicable rules and regulations, or the electronic link to such documents. Failure to provide this information will require Agent to give the Resident the Clerk of Court Official Records website which may or may not have all the documents the Residents need to review and comply with. Owner(s) is also responsible for payment of any recreation, land, and/or other fees or fines levied by the Association, and all assessments. Owner(s) agrees to indemnify Agent from payment of same. In the event any Resident fails to comply with the rules and regulations and the Association or Board levies fines or assessments against Owner(s), Owner(s) agrees that Agent is in no way liable for the payment of any fees, fines, or assessments.
53. **INDEPENDENT CONTRACTOR:** Agent is an independent contractor hired by Owner(s) to perform the services described herein. Owner(s) may not dictate, control, or direct the manner in which Agent conducts his or her business to carry out the terms of this Agreement.
54. **EQUAL HOUSING OPPORTUNITY:** The Property shall be offered for rent in compliance with federal, state and local anti-discrimination laws. In the event that Owner(s) violates, solicits Agent to violate, or refuses to cooperate with Agent’s compliance with said laws, Agent may immediately terminate this Agreement notwithstanding any other provision of hereof.
55. **ACTS OF GOD:** Agent shall not have any responsibilities to take any precautionary measures to avoid any damages from any “Acts of God” or other natural disasters. It is the sole responsibility of Owner(s).
56. **DAMAGED OR MISSING ITEMS:** Agent is not responsible for damage to the Property, or for missing, lost, or damaged items, under any circumstances, including but not limited to, damage or missing items as a result of theft, vandalism, or negligence of any Resident(s) or Resident’s guest. Agent is not responsible for winterizing a vacant unit to protect against freezing pipes. In addition, Owner(s) acknowledge that Agent cannot monitor or manage the Property during a hurricane or other catastrophe, and Agent will have no liability for losses arising out of such events. In the event, if any Resident(s) damages the Property or owes Owner(s) money, Agent is given the exclusive authority to determine, in Agent’s professional judgment, the amount due, to charge the Resident accordingly, and/or to settle with the Resident. Agent is authorized to make claims upon the security deposit on Owner(s) behalf and Agent will not be held liable for any failure to make claim(s) for any damages.



57. **RELATIONSHIP OF PARTIES:** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between Owner and Agent or to cause Agent to be responsible in any way for the debts or obligations of the Rental Unit Owner or any other party, it being the intention of the parties that the only relationship hereunder is that of agent and principal.
58. **ASSIGNMENT:** Owner(s) may not assign this Agreement without the written consent of Agent, which shall not be unreasonably withheld. Agent may assign this Agreement to an any entity that is the assignee of Agent, as seller, under a purchase and sale agreement, upon prior written notice to Owner(s) and provided that such assignee accepts and assumes in writing all obligations of Agent hereunder.
59. **NOTICES:** Notice will be deemed given upon actual physical receipt thereof, not date of mailing. Owner(s) must at all times leave an emergency contact number, and an email address, for notices to Owner(s). Each party agrees to cooperate by responding at once to email sent by the other, and email correspondence, sent by Agent to the address provided by Owner(s) is deemed sufficient to authorize action by Agent. All notices will be sent to:

All American Realty & Investment Group  
68 Beal Parkway SW  
Fort Walton Beach FL 32548

60. **FUTURE CHANGES IN TERMS:** From time-to-time Agent may make changes to this Agreement. Agent will do that by specific written notice of the change. If the change is not rejected within thirty (30) days of receiving the notice, the change will be deemed to have agreed to by both parties and the change will be incorporated by reference into the Agreement.
61. **BINDING AGREEMENT:** This Agreement shall be binding upon and shall inure to the benefit of Owner and Agent and their respective heirs, administrators, executors, successors, and assigns. No changes shall be made to this Agreement unless both parties agree in writing.
62. **ELECTRONIC SIGNATURES:** The parties agree that this Agreement may be executed by electronic signature, and such shall be binding as if originals.
63. **INDEMNIFICATION.** Owner(s) agrees to hold Agent and Agent's employees, agents, and assigns harmless from any and all claims, suits, damages costs, losses, and expenses arising from the management of the Property or when Agent is acting under Owner(s) express or implied directions, and from any injury to persons and/or Property occurring on or about the premises. Owner(s) agrees to indemnify Agent for any damages suffered by Agent as a result of any lapse in or failure by Owner(s) to maintain insurance coverage. Owner(s) shall further hold Agent harmless from all costs or damages incurred by a third party, including but not limited to a licensed contractor, vendor, or handyman, hired by Agent to conduct maintenance or repair work on the Property.
64. **SEVERABILITY.** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction that shall not affect the validity or enforceability in the jurisdiction of any other provision of this Agreement.
65. **LITIGATION:** In any litigation between the parties to this Agreement that is based on, arises out of, or is in any way related to this Agreement, the transaction described herein, or the relationship between the parties as a result of this Agreement (referred to herein as "Litigation"), the following provisions shall apply:
1. **Limitation of Liability and Contractual Economic Loss Rule:** Both parties agree that in any Litigation, neither party shall be liable for any special, indirect, incidental, or consequential damages or any economic damages of any kind that arise in tort; the parties understanding and agreeing that only contract damages shall be recoverable in any claim.



2. **Venue:** In any Litigation, the parties agree that such Litigation shall be brought only in Okaloosa County, Florida if in state court or in the Northern District of Florida if in federal court.
3. **JURY TRIAL WAIVER:** Owner (\_\_\_\_\_) (\_\_\_\_\_) THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO A JURY TRIAL AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO A JURY TRIAL.
4. **CLASS ACTION WAIVER:** Owner (\_\_\_\_\_) (\_\_\_\_\_) THE PARTIES UNDERSTAND THAT THEY MAY HAVE A RIGHT TO BE PARTY TO A CLASS ACTION OR REPRESENTATIVE ACTION AS TO CERTAIN CLAIMS THAT COULD ARISE BETWEEN THEM. IN THE EVENT OF ANY LITIGATION, AND TO THE EXTENT ALLOWED BY LAW, THE PARTIES EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING. THE PARTY'S ACKNOWLEDGE AND AGREE THAT ANY CLAIMS MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO BRING OR MAINTAIN ANY CLASS ACTION IN ANY FORUM.
5. **Attorney Fee Provision:** The parties agree that in the event of any dispute between them that is based on, arises out of, or is in any way related to this Agreement, the transaction described herein, or the relationship between the parties as a result of this Agreement, and regardless of whether or not a lawsuit is filed, if either party is required to hire an attorney to enforce any of its rights under the terms of this Agreement, it shall be entitled to recover it's reasonable attorneys' fees and costs from the other party, including appellate attorneys' fees and costs. In addition, in the event of any Litigation, as defined above, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs against the non-prevailing party.
6. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida.
66. **Entire Agreement:** This Agreement sets forth the entire agreement between Owner and Agent, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than those herein set forth. Any change or alteration to this Agreement must be in writing. If Owner entered this Agreement upon reliance of certain oral representations or understandings, Owner hereby waives any reliance of such representations or understandings as being "material facts" to Owner's executing this Agreement.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker/Agent

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Prepared by: CHESSER & BARR, PA  
1201 Eglin Parkway  
Shalimar, FL 32579

\_\_\_\_\_  
Date