



## Secure Investments Realty & Management Corp.

### Absentee Owner Management Agreement

This Absentee Owner Management agreement entered into on \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ (Owner) the fee simple owner or legally appointed representative and Secure Investments Realty & Management Corp. (Broker), a licensed Florida Corporation for the premises located at:

\_\_\_\_\_ bedroom, \_\_\_\_\_ bathroom(s), \_\_\_\_\_ total square foot living area.

In consideration of the mutual terms of this agreement the parties agree as follows:

#### **1. Management Authority**

- A. Owner employs Broker** its licensees, successors, and assigns the right to inspect the above described premises upon the terms and conditions provided herein. Owner shall pay all expenses in connection with those services provided herein. This agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue in ALACHUA County.

#### **Inspection Services:**

Owner authorizes Secure Investments Realty & Management Corp. and its representatives to provide Basic Interior and Exterior Absentee Management Service Inspection noted below. Owner may request additional services in writing which are considered services above and beyond what is noted below and will cause an incremental service charge to be added to this agreement. Owner agrees to execute any documentation to allow Secure Investments to provide its requested services, such as contacting utility companies, security companies, and property owners association or subdivision. Failure to execute the necessary documents will not excuse payment to Secure Investments Realty & Management Corp..

#### **Basic Interior Vacant / Absentee Home Watch Services Check List:**

- Check that security system is functioning
- Resetting electric appliances/breakers from power outage/surge
- Check smoke alarms/replace batteries (as supplied by owner)
- Flush/check all toilets
- Run/check all faucets
- Run kitchen sink disposal

- Visual check for pests or rodents
- Replace burned out light bulbs (as supplied by owner)
- Check/adjust overhead garage opener
- Check kitchen/bathroom faucets/drains
- Check plumbing for leaks
- Check for water damage
- Check windows and skylights for damage or leaks
- Change lighting schedule

**Basic Exterior Vacant / Absentee Home Watch Services Check List:**

- Inspect area for vandalism and forced entry
- Check doors, windows & screens to be sure they are secure
- Clear out unwanted flyers and newspapers from your yard/mail box (during schedule visits)
- Inspect roof and gutters (from ground level vantage point or windows where possible)
- Check outside faucets

**Basic Service Plan Charge:** \_\_\_\_\_ **Visits per** \_\_\_\_\_ **at \$75.00 per visit**

**Additional Service requested by Owner:**

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**Additional Service Charge:** \_\_\_\_\_ **Per visit.**

**B. Relationship of the parties** to this agreement shall be that of Owner and Broker and all duties to be performed by Broker under this agreement shall be on behalf of Owner, in Owner's name and for Owner's account. Broker shall be acting only as Broker for Owner, and nothing in this Agreement shall be construed as creating a partnership or joint venture nor shall Broker at any time during this agreement be considered a direct employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Broker is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

- C. **Owner represents and warrants** that he/she has full power and authority to enter into this Agreement; that there are no written or oral agreements affecting the Premises. That there are no recorded easements, restrictions, reservations or rights of way which adversely affect the purposes intended under this Agreement. That the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations (including without limitation those pertaining to hazardous or toxic substances).
- D. **Liens on Premises**. If the Premises are encumbered by a mortgage(s), Owner agrees to keep said mortgage(s) in good standing. Owner agrees to provide Broker a copy of good account standing from her/his Mortgage Company at time of execution and any renewal thereafter.

## 2. **Term of Agreement**

- A. **The term of the agreement** shall be for six months and will automatically renew for successive six month period on the anniversary date. This Agreement may be terminated by Owner before the end date of the initial term or any renewal term thereof by giving written notice to Broker not less than ninety (60) days prior to the termination date.
- B. **Broker reserves the right to terminate** this Agreement with thirty (30) days written notice to Owner at any time, or immediately with written or verbal notice if in the opinion of Broker's legal counsel, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenant(s) or other persons. Broker shall hold Owner liable for any commissions due, fees due or monies owed to Broker.

## 3. **Compensation and Expenses**

- A. **Compensation for Inspection visit**: Owner shall compensate Broker \$75.00 per visit. Should secure Investments discover property damage during one of its pre-assigned visits, and feel that such damages need to be addressed, it will attempt to contact Owner. If Owner approves AGENT to have the problem fixed, this may cause AGENT to return to the owner's property incremental to its normal visit schedule. This incremental vendor visit will be viewed as an additional visit and Owner agrees to compensate AGENT per incremental visit relating to the repair of identified damages.
- A. **For supervising repairs** Owner agrees to compensate Broker for the contracting and supervision of needed Repairs, improvements or normal routine maintenance of the property, as requested by Owner at the amount of twenty five per cent (25%) of the total amount of expenditure.
- B. **If Broker becomes involved in any legal proceeding** or litigation as a result of being Owner's Broker, Broker shall be entitled to a fair market fee of \$120.00 per hour for Court Appearance.

**4. Management Authority and Responsibility:** The OWNER expressly grants to the BROKER herein the following authority:

**A. To have minor repairs made** to purchase necessary supplies and to pay all invoices and to charge same to Owner and pay from Owner's funds, all persons necessary to the maintenance and operation of the property, with prior approval from Owner. If AGENT cannot reach Owner, AGENT will act in good faith to act on the behalf of Owner to have any major problems address so as not to cause any further damage or potential damage to Owner's property and will be reimbursed for its services or the services of a needed service provider. Nothing herein requires agent to make repairs to the Owners property.

**B. Storm Emergencies:**

AGENT will make its best efforts to visit owner's properties as soon as possible after a major storm. Such emergency visits will be viewed as an additional or incremental visit owner will be billed at the standard rate of \$75.00, plus an incremental \$20 travel and fuel surcharge for visits over 30 miles from Keystone Heights, Fl. and over 50 miles add an incremental \$20 fuel & travel surcharge. Under severe circumstances, AGENT will begin mitigation to protect owners properties. For example, should access to owners' properties be blocked by fallen trees, or extreme amount of snowfall, AGENT will make reasonable attempts to secure the vendors necessary to provide access. This service is not covered under our service agreement and all vendors that work on owners properties during this period are working in good faith and with the understanding that services rendered are vital to protect owner's properties and owner agrees to reimburse in full for such services. Under normal circumstances, we would qualify the job and cost with Owner. Service Plan does not include any cost for labor and materials. Any services performed in addition to the chosen service plan will be billed separately.

**C. Non-Emergency Damages found during normal AGENT property visits:**

If, during the course of providing services, Secure Investments Realty & Management Corp. discovers or is notified in writing that any item, mechanical system or device (Air Conditioning, Plumbing, Electrical, Pool or Sprinkler System), structural component (roof, floor, walls, doors, windows) or personal property is in need of repair, Secure Investments Realty & Management Corp. will first attempt to notify Owner either in writing, e-mail address facsimile or via telephone. If an emergency or suspicious situation exists which, at Secure Investments Realty & Management Corp.'s sole discretion, places owners properties subject property in immediate risk of further damage, Secure Investments Realty & Management Corp. is authorized as Owner's agent to immediately engage services for the repairs necessary to protect Owner's property. Owner agrees to pay for and hold Secure Investments Realty & Management Corp. harmless from the costs of repairs authorized by this provision.

- D. To render monthly statements** of expenses and to remit remaining funds to Owner less disbursements and reserve amount of \$300 by the 21<sup>st</sup> of each month. In the event present or future disbursements shall be in excess of the funds collected by Broker, Owner hereby agrees to pay such excess promptly upon notification by Broker. If in Broker's judgment it may be necessary or proper to reserve or withhold Owner's funds to meet obligations which are or may become due thereafter Broker may do so.
- E. Broker assumes no liability** whatsoever for damage to property resulting from vandalism, natural disaster and/or acts of God, whether vacant or occupied. Broker assumes no liability whatsoever for any acts or omissions of Owner, or any previous management or other Brokers of either. Nor does Broker assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Broker shall be brought to the attention of Owner in writing, and Owner shall promptly cure them.

## **5. OWNER'S AUTHORITY AND RESPONSIBILITIES**

- A. To approve** all non-emergency repair(s).
- B. Owner agrees to contribute and maintain a \$300.00 expense fund.** This fund will be maintained by BROKER. Fund to be collected at signing and acceptance of the Absentee Owner Management Agreement.
- C. If property includes an in-ground or above-ground pool,** Owner will provide regular pool maintenance at their expense through a licensed/bonded pool service company.
- D. UTILITIES AND SERVICES.** Owner agrees to maintain a Utility account for the property.
- E. Property Occupation:**  
Owner must notify, in advance, Secure Investments Realty & Management Corp. in writing when property will be occupied. If Secure Investments Realty & Management Corp. arrives at property and cannot complete inspection due to occupants, Secure Investments Realty & Management Corp. will still be entitled to a full visit service charge.
- F. INSURANCE** Owner shall obtain and keep in force adequate insurance against physical damage and against liability for loss, damage or injury to Premises or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The deductible required under such insurance policies shall be Owner's expense. Broker shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both Owner and Broker and in form, substance and amounts reasonably satisfactory to Broker in an amount not less than \$300,000.00 per occurrence. Owner shall furnish Broker with

certificates evidencing fire and liability insurance or with duplicate copies of such policies within seven (7) days after the date of this Agreement and also within seven (7) days of policy renewal date.

- G. **INDEMNIFICATION**. Owner agrees to and does hereby indemnify, defend and hold harmless Broker, its owners, officers, employees, Brokers, and assigns, from any and all claims, suits, damages costs, losses, investigation, suits, expense (including attorneys' fees), liability or claims for personal injury or property damage incurred or occurring in, on or about the Premises, arising from the management of the Premises. Owner agrees to indemnify Broker for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage. This indemnification shall survive the termination of this Agreement.
- H. **Damages or Missing Items**: Broker is not responsible for damage to the premises or items missing, lost or damaged under any circumstances, including but not limited to, theft, vandalism. Broker shall not be responsible to take any precautionary measures to avoid any damages from any acts of God unless agreed to in writing between Broker and Owner. Owner agrees and understands that AGENT's intended obligation under this agreement is to check owner property on the dates indicated or frequency desired by owners, and report to Owner any problems that may exist, and, when necessary, contact the appropriate vendor(s). Owner understands and agrees that AGENT does not promise to perform policing or preventative maintenance function at owners property, and understands that AGENT will perform its visual inspections during the dates, times and or frequency as agreed, and that owner knows it is possible that after AGENT site visit that unforeseen maintenance issues or damage unknown or unseen at the time of visit may occur for which AGENT has no control or responsibility for. Owner will hold AGENT harmless for any damages which have resulted from equipment failures, weather condition, vandalism, acts of God, or other events outside of AGENT's control.
6. **COMPLETE AGREEMENT**. This Agreement shall be binding upon the parties. This Agreement, unless amended in writing and signed by the parties, contains the final and entire Agreement of the parties and the parties shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. Time is of the essence as to all terms of this Agreement.
7. **RIGHTS CUMULATIVE; NO WAIVER**. The exercise of any right or remedy provided in this Agreement shall not be an election of remedies, and each right and remedy shall be cumulative. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy provided in this Agreement, shall not be construed as a waiver of such right or remedy with respect to subsequent defaults. Every right and remedy provided in this Agreement may be exercised from time to time and as often as may be deemed expedient by the parties exercising such right or remedy.

8. **APPLICABLE LAW** The interpretation of this Agreement shall be governed by the laws of the State of Florida. Any action arising under this Agreement shall be brought in a court of competent jurisdiction in Alachua County, Florida.
9. **DEFAULT** If either party defaults in the performance of any of its obligations hereunder, in addition to any other remedies provided herein or by applicable law, the non-defaulting party shall have the right to terminate this Agreement if, within thirty (30) days after providing the defaulting party with written notice of the default and the intent to terminate, the default remains uncured.
10. **ATTORNEY'S FEES** If legal proceedings are brought by a party to enforce the terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to recover all expenses (including, but not limited to, reasonable attorney fees, legal expenses and reasonable costs of collection) paid or incurred by such prevailing party in endeavoring to enforce the terms, conditions, or provisions of this Agreement and/or collect any amount owing in accordance with this Agreement. The fact that the attorney who drafted any lease for Owner shall not preclude that attorney from representing Broker.
11. **NOTICES** Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed and mailed to the recipient as follows, or at such other address as Owner and Broker individually may specify hereafter in writing: Secure Investments Realty & Management Corp., 3520 NW 43<sup>rd</sup> Street, Gainesville, Fl. 32606. In the event that Owner's contact information (address, email, telephone, cell phone) changes during the term of this Agreement, Owner agrees to provide Broker with Owner's new contact information within five (5) business days.
12. **ASSIGNMENTS BY BROKER; CHANGE OF OWNERSHIP** Owner agrees that at any time during the term of this Agreement, Broker may either assign Broker's rights and responsibilities hereunder to another real estate agency, or transfer to another person or entity all or part of Ownership of Broker's real estate agency, and that in the event of any such assignment or transfer, this Agreement shall continue in full force and effect; provided, that any assignee or transferee must be licensed to engage in the business of real estate brokerage in the State of Florida.
13. **OTHER PROFESSIONAL SERVICES** Owner acknowledges that Broker is being retained solely as a real estate professional, and understands that other professional service providers are available to render advice or services to Owner at Owner's expense, including but not limited to an attorney, insurance Broker, tax advisor, engineer, home inspector, environmental consultant, architect, or contractor. If Broker procures any such services at the request of Owner, Owner agrees that Broker shall incur no liability or responsibility in connection therewith.

