Dear Owner,

Thank you for your inquiry regarding our property management services.

Innovation Property Management, Inc. is able to provide comprehensive property management services for the real estate investor/owner. Our reputation is built on profitable relationships between investor/owner and manager. We have a proven system and track record. Innovation Property Management, Inc. has decades of combined experience and believe that our broad range of talents and know-how can be of assistance to you, both now and in the years ahead as your real estate needs change.

We can assist and advise the real estate investor/owner on buying and leasing properties that meet your business and investment goals. We conducting due diligence and evaluating current market conditions as well as rent comparable so that you are able to make sound decisions.

Our monthly management fee for your property would be 10% of the total gross rent, payable as collected. Our lease fee is 75% of the first full month’s rent. Your monthly management is inclusive of the following services:

- Rent Collection
- Preparation of Monthly Financial & Year End Statements
- Coordination of Maintenance and/or Warranty Issues
- Credit and Criminal Tenant Screenings
- Pre-Occupancy Photos
- Interior and Exterior Inspections
- All Inclusive Web Site
- E-Mail Communications
- Leasing Services
- Marketing Program
- Optional Direct Deposit

Our Tenant Only Agreement consists of us advertising for and finding you a qualified tenant. The cost for this is the equivalent of the first month's rent. We can give you a discount if you place more than one property with us to rent and or manage for you.

Our management portfolio consists of a variety of real estate such as: Single Family Homes, Condos, Townhomes and Lease Only.

We appreciate the opportunity to provide you with a management package tailored to your specific real estate needs. We look forward to working with you and your property in the near future.

Should you have additional questions, please feel free to call us at (407) 395-4714.

Sincerely,

Innovation Property Management, Inc.
4037 Avalon Park Blvd
Orlando, FL 32828
407-386-3118 Fax
407-395-4714 Office

RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT
This period in which Owner gives Agent to secure and place a tenant for his property shall be from _______________ to _______________ (typically 120 days). The Agreement to manage Owner’s home begins on (fill in date) _______________ and continues until terminated by Owner or Broker. Owner hereby employs Broker, giving Broker the exclusive right to rent, lease and manage Owner’s property (hereinafter called the “Premises”) known as _______________ under the terms and conditions herein set forth. Broker accepts the management of Premises for the period, and upon the terms herein provided. Owner warrants and represents to Broker that Owner is legally entitled to enter into this Agreement and lease the above described Property.

Property Owner(s) hereinafter referred to as “Owners” _______________

Mailing Address _______________

Home Phone _______________

Cell Phone Number(s) _______________

Email Address(s) _______________

Social Security # ____________________ or Taxpayer ID# ____________________

Social Security # ____________________ or Taxpayer ID# ____________________

“Innovation Property Management, Inc.” Hereinafter referred to as “Broker”

Mailing Address: 4037 Avalon Park E. Blvd. Orlando, FL 32828

Office Phone: 407-395-4714 Fax: 407-386-3118

Email: manager@innovationrentals.com

This agreement is binding upon and shall inure to the benefit of Owner, Broker and their respective heirs, personal representatives, successors (excepting “successors-in-interest” as defined by the Protecting Tenants at Foreclosure Act of 2009), and assigns. In consideration of the mutual promises contained Owner and Broker agree as follows: Discrimination – Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by federal, state or local law and not to ask or expect Broker to impose such restrictions on the rental of the Property. Broker cannot release tenant’s physical credit report, criminal background and any personal or government identification.
Exclusive Authority of Broker – Owner agrees to pay Broker the fees described herein, whether the Property is lease by Broker, Owner or any party other than Broker during the term of this Agreement or if Owner leases the Property within ninety (90) days following termination of this Agreement to any prospect with whom Broker or Owner communicated during the term regarding the lease of the Property. If requested, Broker agrees to provide Owner with a list of prospects with whom Broker communicated during the term. If a tenant is already in place when this agreement is executed, Innovation Property Management, Inc. will not be entitled to a tenant placement fee for this specific tenant. Innovation Property Management, Inc., will however, be entitled to an Administrative Fee of $200 to take over management of an existing account for Owner.

Management Authority and Broker Responsibilities – Owner expressly grants to Broker the following authority, powers and rights, any or all of which may be exercised in the name of Owner, in Broker’s name alone, or in the names of both, and Owner shall assume all responsibilities for expenses in connection herewith;

To advertise and proceed with agreed upon rental rate between $_______ and $_______ per month.

To collect Security Deposit of at least $______________. Security Deposit will be held in a non-interest bearing escrow account in Florida. To collect last month’s rent in the amount of at least: $___________________.

To collect a Pet Fee of at least $300.00, if pets are accepted.

Full management and control of the Premises with authority to collect all rent and other monies and securities from Tenants in the Premises, and issue receipts for same.

To accept and qualify applications for rental and to perform credit checks and other screening services, to approve or decline such applications according to Broker’s policies. Owner shall not be provided with the Tenant’s credit report and/or Applications unless specifically authorized in writing by the tenant.

To prepare and negotiate a new lease and renewals of existing leases in which Broker is authorized to execute leases and renewals for a maximum of one year at a time. If Landlord and Tenant agree to a term longer than one year, Owner and Tenant’s Lease must be witnessed at time of execution.

To have repairs made, to purchase necessary supplies to provide for all negotiation and contractual arrangements by suppliers or other independent contractors for all improvements, maintenance or repair services deemed necessary by Owner and/or Broker or to comply with building, housing and health codes, and to determine that such services were performed in a proper and prescribed manner.

Owner authorizes Broker to conduct routine preventative inspection and maintenance on the rental unit to ensure the safe habitation of the occupants. Specifically, Broker is authorized to 1) to inspect (at Owner’s expense) wood burning fireplaces and chimneys in the rental unit on an annual basis (or as otherwise required) for property functioning. Broker is authorized to conduct cleaning and maintenance of wood burning fireplaces and chimneys as required at the Owner’s expense; and 2) Broker is authorized to replace, at the Owner’s expense, any batteries in smoke or toxic
gas detectors located in the unit at or near the time a new tenant begins occupancy at or near the time a renewing tenant’s new lease term begins.

Items that exceed two hundred and fifty dollars ($250.00) in cost – with the exception of emergency repairs – will require Owner’s approval. Broker will retain, from Owner’s proceeds of their first month’s rent, $250 for repairs not covered under Owner’s Home Warranty, if applicable. Such funds shall be replenished as soon as possible from collection of tenant’s next rental payment, or if necessary, from Owner as necessary to maintain the balance of these emergency repair funds.

To arrange at Owner’s expense the following as needed and deemed advisable by Broker – utility services, vermin extermination, trash removal, repairs necessary to maintain services to the tenants as called for by their tenancy. Repairs will be paid from Owner’s funds or if depleted, Owner will promptly reimburse Broker for expenditures.

To change locks (if necessary) on Premises between tenancies.

To place “For Rent” signs on the Premises unless prohibited by applicable bylaws or local ordinances.

To advertise the Premises when vacant or in anticipation of vacancy. There shall be no additional charge to Owner for placement of sign(s) on premises and placement of property in the MidFlorida Regional Multiple Listing Service. Innovation Property Management, Inc. at their discretion might place other advertising at their expense. If Owner requests advertising outside normal scope of Innovation Property Management, Inc.’s preferred marketing program, Innovation Property Management, Inc. may suggest owner pay for additional, preferred marketing expenses for rental of properties. Broker may advertise the home in conjunction with their other websites and business entities, including but not limited to Hara Management, Inc., Re/Max Pioneer and Pioneer Realty of Florida and Poinciana.

To serve any and all applicable legal notices upon Tenants and to prosecute legal actions to terminate tenancies, evict Tenants and recover rents and any other sums due, and when necessary employing for these purposes with owners approval (at the expense of the owner) a reputable attorney.

To collect from all Applicants or Tenants any or all of the following: applications fees, non-negotiable check fees, legal notice services fees, or any other fees that may now or in the future become a Tenant obligation. All such fees shall belong to Broker to offset Broker’s extra time and expense for handling additional work and responsibilities related to such fees. Any outstanding Tenant obligations at the end of tenancy may be deducted from Tenant’s security deposit and/or last month’s rent. Late rent fees paid by the tenant will be paid to the owner.

To submit all available properties for rent, including those of other Client/Owner’s Broker, to all interested parties.

To resolve disputes over security deposits and any other sums due. Broker may use any lawful means to resolve such disputes. Broker is authorized to compromise and settle claims on Owner’s behalf as may be necessary or prudent in Broker’s judgment.
To accept or decline checks for rental and other payments due from Tenants according to Broker’s policies. Broker shall not be held liable for bad checks or money not collected. Owner shall reimburse Broker for any sums disbursed on the faith of such checks should they be uncollectible for any reason. Owner agrees to hold Broker harmless for any failure to secure Tenants for the Owner, any cancellation by the Tenants and/or failure to collect any rents or monies due from the Tenants for any reason.

To make every reasonable effort to collect rents and other monies from Tenant when and as they become due, however, Broker does not guarantee the payment of Tenants obligations. Broker may employ at owners expense and with agreement from Owner, collection agencies, attorneys, or any other reasonable and lawful means to assist in the collection of any outstanding Tenant obligation.

To render monthly statements to Owner of income and expenses and to disburse to Owner the net proceeds of such accounting. Disbursements are normally received by owners between the 10th and 15th of the month if rent is received.

In the event disbursements should be in excess of income collected, Owner shall pay such excess promptly to Broker. Broker may reserve Owner’s funds to meet obligations that are or may become due thereafter and for which current income may be adequate.

To deposit all receipts collected for Owner or held on behalf of Tenant in accounts separate from Broker’s personal funds. Broker shall not be held liable in the event of bankruptcy or failure of depository (such as a bank or banking institution). Broker may require releases from all parties in the event of a controversy before disbursing escrow funds.

To provide security deposit evaluations to Owner and submit recommendations and cost estimates, if any, to Owner at the expiration of a tenancy.

To take direction from Owner regarding pet policy other than animals trained or used for assisted living purposes.

Broker has such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement. Broker assumes no responsibility for any other services unless agreed to in writing.

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 Tenants or their guests. In the event Tenants damage the premises or owes any monies to the Owner, Broker is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenants accordingly and/or settle with the Tenants upon advice of Broker’s legal counsel. Broker is given the power to make claims upon the security deposit on behalf of Owner and Broker shall not be held liable for any failure to make claims on any damages which were not readily apparent to Broker.
Innovation Property Management, Inc. advises the property be in move in condition and tenant ready. Innovation Property Management, Inc. and its agents are not responsible for removal of any debris, furniture or any items where removal is necessary for tenant’s to take full possession of the property.

Innovation Property Management, Inc. is not in any way responsible for scheduling of repairs or clean-up of subject property to prepare for rental.

Innovation Property Management, Inc. and its agents are not responsible for the removal, transfer of owner’s property or any damages or loss that may occur as a result of any disposal or transfer of any of owner’s property.

Innovation Property Management, Inc. may assist owner with vendor access to the property for clean up, repairs and removal of items as approved by the owner but Innovation Property Management, Inc. is in no way responsible for any damages that may result from said repairs or removal of any items. Owner shall have all electricity and water utilities connected in owner’s name to assist in cleanup of owner’s property to prepare it for rental.

Owner Provides the Following Assurances –

That he/she/they constitute all of the Owners of the Premises and will provide a copy of the deed if requested by Broker.

That he/she/they have full power and authority to hire Broker and have the right to receive income proceeds from the Premises and that this power, authority, and right have not been assigned, or transferred to others.

That all mortgages, taxes, insurances and association dues are currently paid and are not in default, that the Premises is not now the subject of a foreclosure or pending foreclosure action. In the event a foreclosure action is filed against Owner, Broker shall be notified immediately in writing. Owner shall indemnify, defend and save Broker harmless in any foreclosure action.

To maintain the property in a safe and habitable condition. Owner warrant that all fixtures and operating systems, including without limitation, plumbing, air conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mail box and attached lighting fixtures are in satisfactory operating condition. Owner agrees there are no defects to the Property except the following:

____________________________________________________________________________________

____________________________________________________________________________________

Owner has _______ / does not have _______ a home warranty on the property with ________________

Innovation Property Management, Inc. Page | 6

Owner(s) Initials _________ _________
To reasonably approve all needed capital expenditures indicating exactly what Owner intends or does not intend to have performed and to handle all insurance claims and insurance matters directly with Owner's insurance carrier. Owner shall be responsible for the contractor's acts, defaults and negligence and will advance funds to broker for all capital expenditures exceeding the Property's gross monthly income.

To be responsible for payment of the following recurring expenses: mortgage payments, taxes, or other insurance premiums, Homeowner/Condominium Association obligations and any other expenses unless that responsibility has been accepted by Broker in writing. Broker shall not be required to advance his own money to pay any Owner obligations, including recurring expenses, unless Owner has provided sufficient funds to cover the amount.

To keep Broker informed of any changes of ownership interest in the Premises.

In the event Tenants fail to comply with the rules and regulations and the Association or Board levies fees, fines, or assessments against Owner, Broker shall not be liable for the payment of such obligations.

To arrange for and pay for leasing permits which are a requirement of the Homeowners or Condominium Association.

To keep Premises adequately insured, provide Broker with evidence of property insurance coverage and immediately notify Broker should insurance lapse.

To keep Broker informed of any changes of Owner's mailing address, email addresses and phone numbers.

Owner agrees to and does hereby indemnify and hold harmless the Broker, its employees, Brokers and assigns, from any and all claims, suits, damage costs, losses and expenses arising from the management of the property and from injury to persons and/or property occurring on or about the Premises. Also included, but not limited to, are those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever. In addition to the above stated would be whomsoever belonging, including Owner, in any way duties, obligations, powers, rights or authority granted to Broker. Owner agrees to indemnify Broker for damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage.

To carry, at Owner's expense, such insurance against liability, for person injury and property damage, as shall be adequate to protect the interest of both Broker and Owner.

That Broker shall not be liable for any willful neglect, abuse or damage to Premises by Tenants or others nor for loss of or damage to any personal property of Owner by Tenant including loss due to exchange or theft by Tenants or others. Broker shall not be responsible for nonpayment of or theft of any utility service by Tenant, or be held liable for any error of judgment or mistake of law except in cases of willful misconduct or gross negligence.
Regarding utilities, if allowed by law and unless otherwise agreed to by the parties, Tenants are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the Tenants shall have use of the Owner’s utilities and be responsible for all or parts of the bills, Owner shall pay the entire bill in a timely manner. Under no circumstances shall Owner cause the termination of these services and Owner agrees to indemnify Broker for any damages or litigation fees/cost incurred by Broker if Owner improperly terminates a utility service. Broker will deduct bills to the extent of funds available and Owner agrees that Broker shall be in no way responsible for nonpayment of or theft of any utility service by Tenants.

To authorize Broker to use a lock box on the property. ______ Yes or ______ No. Owner acknowledges that the lockbox procedure used by Broker has been fully explained to Owner by Broker and that the use of the lockbox is intended to make access to the Property easier. Owner is aware of the security risks incident in the use of a lockbox.

To provide Broker with all information Owner knows about lead-based paint and lead based paint hazards as required by federal law for properties built prior to 1978. Owner acknowledges that Broker will rely on all Owners’ representation regarding the Property when dealing with prospective tenant(s). Owner will immediately inform Broker of any material facts affecting the property that arise after signing this Agreement. Owner further certifies to Broker that to the best of Owner’s knowledge the Property does not have any urea formaldehyde form or asbestos, or levels of radon gas that exceed federal guidelines, and that the Property is not contaminated by any hazardous substance as that term is defined by any federal, state or local law.

To cooperate with Broker in carrying out the purposes of this Agreement.

Regarding Inspection Disclaimer, Broker hereby advises Owner that all inspections performed by Broker are primarily for the purpose of discovering or noting certain cosmetic conditions which may or may not affect the property’s working condition and is primarily intended to affirm the “As Is” condition of the property.

Compensation of Broker – In consideration of the services to be rendered by Broker, Owner shall pay Broker each month any and all of the following forms of compensation as may be applicable as they become due:

FOR MANAGEMENT: 10% of the gross monthly rents collected or $100 per month, whichever is greater. Should a security deposit claim be made to cover any unpaid rent, management fees will be applicable to such rent also.

TENANT IDENTIFICATION AND PLACEMENT: Seventy Five percent (75%) of first full month’s rent. If the tenant and their lease are already in place, there will be no Tenant Identification and Placement fee paid to Broker. There will, however, be a one-time Administration Fee of $200 to transfer the existing Tenant under Innovation Property Management, Inc.’s management services. There is also a lease generation charge that is paid to the attorney in the amount of $45 when ordering the lease.
LEASE RENEWAL WITH CURRENT TENANT: If after the initial term, the lease is renewed (with current tenant) additional consideration will be $100.00. If after the initial term of the lease the tenant chooses and you agree to allow a month to month tenancy, there will be no additional compensation to Broker. There is also a lease renewal charge in the amount of $25 paid to the attorney.

SALE: Assuming Innovation Property Management, Inc. places a tenant, if a sale or exchange of the property by Owner to that tenant, spouse of such tenant or to anyone acting directly or indirectly on that tenant’s behalf during the terms of the lease or for a period of twelve (12) months after the tenant vacates, a brokerage fee of four and one half percent (4 ½%) of the total purchase price shall be paid by Owner to Broker no later than the closing of the sale due to the fact that the Broker would have been the procuring cause of the sale. If a sale or exchange of the property is made to any other party during the term of this Agreement, the terms and conditions of this Agreement shall be binding on such other party.

LEASING GUARANTEE: If Tenant has been qualified by us and defaults on the original lease term, or in the event of a military transfer, we will re-lease the Premises and will only charge a prorated amount of the normal 50% of first full month. As an example, if a tenant leaves after only six months, Innovation Property Management, Inc., will re-lease the Premises for 25% of first month's rent. Monthly income collected, if any, shall be applied chronologically beginning with the earliest obligation, including Broker's compensation, and the remaining balance, if any, shall be available for remaining obligations and recurring expenses. Owner assumes full responsibility for any consequences resulting from late payment or non-payment of any obligation or recurring expenses should Broker be unable to make said payments due to insufficient funds on hand, lack of income from the Premises, non-delivery or delay of mail, or for any other reason beyond Broker's control.

If tenant(s) vacate the property prior to the natural lease expiration date, other than for verified military transfer, Broker shall find qualified tenants for the property, and owner shall not incur a separate lease up fee for the new tenant. The monthly 10% (or $100.00 minimum) management fee continue to be collected until the new tenant's lease expiration.

*If we manage a major repair or renovation on your behalf in excess of $2,500, we will be entitled to a 12% commission on all labor and supplies to see the project to completion.

TERMINATION

Either Owner or Agent may terminate this agreement at anytime by giving the other party sixty (60) days written notice of termination. Should owner terminate this agreement with a tenant secured by Innovation Property Management, Inc. in the home, Owner shall pay Agent the remaining management fee for the remainder of the current lease.

Owner may terminate this agreement immediately in writing if Agent has not committed to a tenant for the premises with a $250.00 cancellation fee within twelve (12) months of this contract originally being signed. After twelve (12) months, Owner may cancel arrangement with thirty (30) day notice without penalty as long as the property is vacant.
Agent may terminate this agreement immediately with written notice if, in the option of Agent’s legal counsel, Owner’s action or inaction appear to be illegal, improper, abusive, threatening, unprofessional, or jeopardizes safety or welfare of tenants or others.

All provisions of this agreement that indemnify, defend, and save Agent harmless to any and all matters shall survive any termination of this agreement.

Agent may withhold funds for thirty (30) days after the end of the month in which agreement is terminated to pay any obligations previously incurred but not yet invoiced and to close accounts. If funds on hand are insufficient to pay such obligations, Owner shall pay Agent the deficit within thirty (30) days of termination date.

In the event this agreement is terminated by either Owner or Agent, regardless of cause, the parties agree that Agreement shall have no obligation to rent, lease, or manage the Premises.

MODIFICATION OF THIS AGREEMENT

Broker may change the terms of this Agreement by giving sixty (60) days written notice to Owner. Should no written objection be forthcoming from Owner within the sixty (60) days period, Owner’s acceptance of said changes shall be presumed. Any exception would be a change required by applicable statute or regulation in which case the change would become effective according to the time period required by such statute or regulation.

OWNER AND BROKER MUTUALLY AGREE:

This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Should one or more of the provisions contained in this Agreement be held to be invalid, illegal, or unenforceable, that disability shall not affect any other provision of this Agreement. Exclusive venue for any dispute regarding this agreement is Orange County, Florida.

In the event legal procedures are necessary to enforce any provision of this Agreement the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees.

Facsimile signature and other written authorizations required herein may be executed by signing an original or facsimile copy and transmitting same by facsimile. Such signatures shall be binding as original signatures.

Broker may delegate Broker’s rights and duties under this Agreement to Broker’s licensed real estate salespersons and broker/associates.

Waiver of Jury Trial – all controversies and claims between Owner, Broker and Tenant(s), directly or indirectly arising out of or relating to this Agreement or this transaction will be determined by non-jury trial. Owner, Broker and Tenant(s) jointly and severally, hereby knowingly, voluntarily and intentionally waive any and all right to a trial by jury in any litigation, action or proceeding involving Owner, broker and Tenant(s) whether arising directly or indirectly from this Agreement or this transaction or relating thereto. Each party will be liable for their own costs and attorney’s fees.
Notwithstanding the foregoing, in this event of a dispute between Owner, Broker and Tenant(s) as to entitlement to deposit(s), Owner hereby agrees that Broker holding the deposit must disburse the funds in accordance to Florida Statutes and may also disburse a settlement as Broker sees fit provided that Broker properly and timely sends the vacated tenant a Notice of Intention to Impose a Claim on the Security Deposit and tenant timely and properly objects.

Broker and Owner agree that Broker will assist Owner as per Owner’s written instructions in the administration and coordination involving all areas of routine and preventative maintenance including but not limited to any and all heating and cooling systems, plumbing, electrical, sprinkler systems, alarm systems, roof repair and replacement, exterior painting, yard fertilization and pest control. Owner agrees not to hold Broker responsible or liable whatsoever for damage to property resulting from vandalism, natural disaster, acts of God, tenant actions or inactions whether vacated or occupied. Broker assumes no responsibilities for services other than those expressly stated herein. It is expressly understood that Innovation Property Management, Inc. in no way warrants or represents the quality of the indoor environment of the premises and no claims will be made that may arise as a result of any airborne particles, including but not limited to molds, mildew, spores, and electromagnetic fields whether natural or man-made. Broker advises Owner to consult appropriate professionals for advice on legal, tax professional home inspection services relating to property condition, environment, foreign reporting requirements and other specialized matters. No modification of this Agreement shall be effective unless in writing and signed by the parties. This Agreement shall not be construed more strictly against the party who prepared it. This Agreement may be executed in any number of counterparts, any of or all of which shall be deemed an original. This Agreement sets forth the entire agreement between the parties relating to the subject matter and supersedes all prior or contemporaneous negotiations, understandings and agreements between the parties. This Agreement shall be interpreted and enforced according to the laws of the State of Florida and Venue shall lie in the county in which the Property is located. Section and paragraph headings in this Agreement are for identification purposes only and shall not be deemed to control interpretation. If any of the terms or conditions of this agreement are for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or conditions of this Agreement. Except where the context requires otherwise, the duties of Owner shall survive the termination of the Agreement and the transfer of title to the property.

Affiliation Disclosure

THIS GIVES YOU NOTICE that INNOVATION, PROPERTY MANAGEMENT, INC. (Property Management) Re/Max Pioneer (Real Estate Sales) Pioneer Realty of Florida and Poinciana (Property Management), and Hara Management, Inc. (Association Management) have business relationship with each other and are owned and operated by the same owners.

Because of these relationships, a referral to the companies listed may provide the Broker or associate a financial or other benefit. You are NOT required to use any of the companies noted above as a condition for purchase, sale, property management or association management for the subject property.

OTHER TERMS OF MUTUAL AGREEMENT:

Innovation Property Management, Inc. 

Owner(s) Initials __________ __________
FAILURE TO PERFORM:

If prior to moving into the property, Prospective Tenant fails to perform any of the promises of their Contract to Lease or Lease, the deposit(s) paid or agreed to be paid by Prospective Tenant may be retained by Innovation Property Management, Inc. a 50% of deposit retained will be kept by Innovation Property Management, Inc. for administrative and marketing fee a 50% will be for the account of prospective landlord as agreed for liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims. Prospective Landlord and Prospective Tenant will be relieved of all obligations under this Contract. If Prospective Landlord fails to perform any of the promises of this Contract, the deposit(s) will be returned to Prospective Tenant without waiting action for damages resulting from Prospective Landlord’s breach.

NOTICES

For purposes of this Agreement, all notices herein shall be deemed to have been served upon the other party when mailed to the noted addresses or to such other address changed in writing, properly notifying the other party.

ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS:

This Agreement embodies the entire understanding of the parties. All prior or contemporaneous agreements, understandings, representations, warranties, or statements, oral or written, are merged into this Agreement. This Agreement shall become binding upon the successors (excepting “successors in interest” as defined by the Protecting Tenants at Foreclosure Act of 2009) and assigns of Broker, and the heirs, administrators, executors, successors, and assigns of Owner, and may be sold or assigned by Broker to any person or entity legally qualified to fulfill its terms.

OWNER: ____________________________________  DATE: ______________________

OWNER: ____________________________________  DATE: ______________________

BROKER: ____________________________________ DATE: ______________________

Owner requests rent revenues be made out to: ___________________________________________ and mailed to the following address: ____________________________________________

OR

Owner desires funds to be deposited to the following bank_____________________________________.

Owner(s) Initials __________ __________
ADDITONAL INFORMATION:

Home Owner’s Association: ________________________________

Water: ___________________________ Phone: ________________

Electricity: ______________________ Phone: ________________

Cable: ___________________________ Phone: ________________

Lawn Care: ______________________ Phone: ________________

Pool Care: ______________________ Phone: ________________

Garbage: _________________________ Phone: ________________

Recycling: ________________________ Phone: ________________

Pets OK Yes or No: ____________________________

APPLIANCES INCLUDED IN RENTAL: ____________________________

LOCATION OF MAILBOX AND MAILBOX NUMBER: ________________

DO YOU HAVE A MAILBOX KEY?: ____________________________

ALARM CODE TO HOUSE: ____________________________

CODE TO GARAGE PAD: ____________________________

NOTES:

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________

____________________________________________________________
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 or 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

Form provided by
Law Offices of
Heist, Weisse & Davis, P.A.
AUTHORIZATION FOR AUTOMATIC DEPOSITS

(ACH CREDITS – Automatic Clearing House)

I/We authorize Innovation Property Management Inc., located at 4037 Avalon Park E Blvd. Orlando, Fl. 32828 as Originating company to initiate credit entries and adjustments for any credit entries to my/our account(s) listed below.

NAME(S) ON BANK ACCOUNT: TRANSIT/ABA NO. ACCOUNT NUMBER TYPE OF ACCT.

_________________________________________ ___________________________ 

_________________________________________ ___________________________ 

☐ Checking

☐ Savings

FINANCIAL INSTITUTION INFORMATION

NAME: ADDRESS:

_________________________________________ ___________________________ 

Street City

PHONE NUMBER: ___________________________ ___________________________ 

State Zip Code

The authority is to remain in full force until Pioneer Realty of Florida and Poinciana has received written notification from me (or either of us) of its termination in such manner as to afford the company a reasonable opportunity to act on it.

Owner’s Signature: ___________________________ Date: ____________

Owner’s Signature: ___________________________ Date: ____________

PLEASE ATTACH A VOIDED CHECK TO AUTHORIZATION FORM