**KAIZEN PROPERTY MANAGEMENT AGREEMENT**

This is an AGREEMENT between , hereinafter

Referred to as the Owner,” and Kaizen Property Management , hereinafter

Referred to as “Agent,” who agree as follows:

**I.** **EXCLUSIVE RIGHT TO RENT, LEASE AND MANAGE:**

Owner hereby employs Agent, giving Agent 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. Agent accepts the management of the Premises for the period, and upon the terms herein provided.

**II.** **TERM:**

This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is Perpetual, and shall end when either Owner or Agent shall give the other party notice of

intent to terminate according to terms stipulated in section VII of this Agreement.

**III. MANAGEMENT AUTHORITY AND RESPONSIBILITIES:**

Owner expressly grants to Agent the following authority, powers and rights, and or all of which may be exercised in the name of Owner, in Agent’s name alone, or in the names of both, and Owner shall assume all responsibilities for expenses in connection herewith, and shall reimburse or pay in advance all expenses incurred or to be incurred by Agent pursuant to this Agreement:

1. 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.
2. The exclusive right to accept and qualify applicants for rental and to perform credit checks and other screening services on applicants, and the exclusive right to approve or decline such applicants according to Agent’s polices. Owner shall not be provided with the Tenants credit report and/or Application unless specifically authorized in writing by the Tenant and the provider of the credit report.
3. To prepare and negotiate new leases and renewals of existing leases in which Agent is authorized to execute leases and renewals for a maximum of one year at a time or longer periods with Owner approval.
4. 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 Agent or to comply with applicable building, housing, and health codes, and to determine that such services were performed in a proper and prescribed manner. On each improvement, maintenance or repair item that shall exceed two hundred and fifty dollars ($250.00) in cost, except for emergency repairs; the Owner’s approval shall first be obtained.
5. To change locks on Premises between tenancies.
6. To advertise the Premises when vacant or in anticipation of vacancy

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_web site-a $\_\_\_\_\_\_\_\_\_

Charge is made for posting an ad on the website. The Owner shall have the right to limit

 advertising expenditures at any time by written request.

1. 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 a reputable attorney.
2. To collect from Applicants or Tenants any or all of the following: application fees, late rent fees, re-leasing fees, lease modification fees, legal notice services fees, or any other fees that may now or in the future become a Tenant obligation, except; non-refundable pet deposits and non-negotiable check fees, which will be belong to the Owner. All such fees shall belong to Agent to offset Agent’s extra time and expense for handling additional work and responsibilities related to such fees, and Agent need not account for such fees to Owner. First funds collected from Tenant each month shall be applied to Tenant obligations chronologically beginning with the earliest obligation incurred. Any outstanding Tenant obligations at end of tenancy may be deducted from Tenant’s security deposit and/or last month’s rent.
3. To submit all available properties for rent, including those of other Clients/Owners Agent, to all interested parties.
4. To resolve disputes over security deposit and any other sums due. Agent may use any lawful means to resolve such disputes. Agent is authorized to compromise and settle claims on Owner’s behalf as may be necessary or prudent in Agents judgment.
5. To accept or decline checks for rental and other payments due from Tenants according to Agent’s policies. Agent shall not be held liable for bad checks or money not collected. Owner shall reimburse Agent for any sums disbursed on the faith of such checks should they be uncollectible for any reason. Owner agrees to hold Agent 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.
6. To make every reasonable effort to collect rents and other monies from Tenant when and as they become due, however, Agent does not guarantee the payment of Tenant obligations. Agent may employee collection agencies, attorneys, or any other reasonable and lawful means to assist in the collection of any outstanding Tenant obligation.
7. To render monthly statements to Owner of income and expenses and to disburse to Owner the net proceeds of such accounting. Statements and financial disbursements will be made customarily between the seventeenth (17th) and the twentieth (20th) day of each month, but in no case will disbursements be made until Tenant funds have cleared Agent’s bank. In the event disbursements should be in excess of income collected, Owner shall pay such excess promptly to Agent. Agent may reserve Owner’s funds to meet obligations that are or may become due thereafter and for which current income may be adequate.
8. To deposit all receipts collected for Owner or held on behalf of Tenant in escrow accounts separate from Agent’s personal funds. However, Agent shall not be held liable in the event of bankruptcy or failure of depository (such as a bank or banking institution.) Agent may require releases from all parties in the event of a controversy before disbursing escrow funds.
9. To receive interest on any agent escrow accounts, and interest received, if any, above that which may be required by Florida Statutes to be paid to Tenant or others, shall belong to Agent to offset Agents time and expenses of maintaining such accounts, and Agent need not account for such interest received to Owner.
10. To arrange for authorized individuals to inspect, survey or view the premises as directed by Owner.
11. To provide security deposit evaluations to Owner and submit recommendations and cost estimates, of any, to Owner at the expiration of a tenancy.
12. To honor Owners preference with respect to allowing pets to be kept on the premises. Pets other than animals trained or used for assisted living purposes will be permitted only with prior approval of Owner.
13. Agent is clothed with such other general authority and power as maybe necessary or expedient to carry out the spirit and intent of this Agreement. Agent assumes no responsibility for any other services unless agreed to in writing.
14. Rental rates will be the current market rate as determined in the sole judgment of Agent; however, the Owner reserves the right to rent the property for no less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per month. Late charges or fees owed by any Tenant shall be collected at the discretion of the Agent and Agent shall retain any such charges late fees.
15. Agent is given the authority to sign all lease(s).
16. Damages or Missing Items: Agent 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 guest. In furnished units, an inventory will be checked by Agent at departure. In the event Tenants damage the premises or owes any monies to the Owner, Agent 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 from Agents legal counsel. Agent is given the power to make claims upon the security deposit on behalf of Owner and Agent shall not be held liable for any failure to make claims on any damages which were not readily apparent to Agent.

**IV. OWNER PROVIDES THE FOLLOWING ASSURANCES:**
 A. That he /she/ they constitute all of the owners of the premises and will provide a copy of

 the deed if requested by agent. That he/ she /they have full power and authority to hire

 agent and have the right to receive income proceeds from the premises that this power,

 authority, and right have not been assigned, or transferred to others.
 B. That all mortgages, and taxes, insurances and association dues are currently paid and

 not in default, that the premises is not now the subject of a foreclosure or pending

 foreclosure action. In the event in foreclosure action is filed against Owner, Agent shall

 be notified immediately in writing. Owner shall indemnify, defend and save Agent

 harmless in any foreclosure action.

**V. OWNER ACCEPTS THE FOLLOWING RESPONSIBILITIES**
 A. To keep agent informed of any changes of ownership interest in the premises.
 B. To be responsible for payment of the following recurring expenses: mortgage payments,

 taxes, fire or other insurance premiums, home owner/condominium association

 obligations, and any other recurring expenses unless that responsibility has been

 accepted by Agent in writing. Agent shall not be required to advance his

 own money to pay any or Owner obligations, including recurring expenses, unless Owner

 has provided sufficient funds to cover the amount. Monthly income collected, if any, shall

 be applied chronologically beginning with the earliest obligation, including Agents

 compensation, and any remaining balance, if any, shall be available for remaining

 obligations and recurring expenses. Mailing of previous month’s statement to owner shall

 be sufficient notice to Owner of balance on hand and the need for additional funds. Owner

 assumes full responsibility for any consequences resulting from late payment or non-

 payment of any obligation or recurring expenses should Agent 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 Agents control.
 C. To provide Agent with current and up to date copies of all applicable Condominium or

 Homeowner Association rules and regulations. In the event tenants fails to comply with

 the rules and regulations and the Association or Board Levy’s fees, fines, or

 assessments against Owner, Agent shall not be liable for the payment of such obligations.
 D. To keep Premises adequately insured, and shall immediately notify Agent in writing

 should insurance lapse.
 E. To keep each other informed in writing of any changes of Owner’s mailing address and

 phone numbers.
 F. To place in reserve with Agent **two hundred fifty dollars ($250)** per property/unit, or

 such other amount as may be jointly agreed to by Owner and Agent, for the purpose of

 maintenance repairs, or other expenses that may arise, and authorize agent to replenish

 this reserve from rents collected.
 G. To cooperate fully with agent in compliance with all applicable building, housing, and

 health codes, as well as applicable **Fair Housing Regulations**. **The Premises shall be**

 **rented without regard to race, creed, color, religion, sex, national origin, age,**

 **disability, marital status, familial status, or sexual preference.** H. To indemnify, defend, and save Agent harmless to all cost, expenses, suits, claims,

 liabilities, damages, proceedings, or attorney’s fees. 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 whosoever

 belonging, including Owner, in any way relating to the rental, leasing and management of

 the premises or the performance or exercise of any of the duties, obligations, powers,

 rights authority granted to Agent. Owner agrees to and does hereby indemnify and hold

 harmless the Agent, it’s employees, Agents and assigns, from any and all claims, suites,

 damages cost, losses and expenses arising from the management of the property on from

 any injury to persons and/or property of occurring on or about the Premises. Owner agrees

 to indemnify Agent for damages suffered as a result of any lapse in or failure by Owner

 to maintain insurance coverage.
 I. To carry, at Owner’s expenses, such public liability, property damage, and workers

 compensation insurance as shall be adequate to protect the interest of both Agent and

 Owner.

 J. That Agent shall not be liable for any willful neglect, abuse or damage to the 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. Agent shall not be

 responsible for nonpayment of or theft of any utility service by Tenant. Agent shall not be

 held liable for any error of judgment or mistake of law except in cases of willful

 misconduct or gross negligence.
 K. 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 Tenant shall have use of the Owners

 utilities and be responsible for all or part of the bills, owner shall pay the entire bill in a

 timely manner and forward copies to this office for reimbursement. Under no

 circumstances shall Owner cause the termination of these services and Owner agrees to

 indemnify Agent for any damages or litigation fees/costs incurred by Agent if Owner

 improperly terminates a utility service. Agent will deduct bills to the extent of funds

 available and Owner agrees that Agent shall be in no way responsible for non-payment of

 or theft of any utility service by Tenants.

**VI. MANAGEMENT COMPENSATION:** In consideration of the services to be rendered by Agent, Owner shall pay Agent each month any and all of the following forms of compensation as may be applicable as they become due:
 A. FOR MANAGEMENT: \_\_\_\_\_\_\_\_\_ /month; or \_\_\_\_\_\_\_\_ percent (%) of the gross monthly rent collected. Should a security deposit claim be made to cover any unpaid rent, management fees will be applicable to such rent also.
 B. FOR LEASING: **One to Four units**; a leasing fee in the amount of 100% of the rent due at the beginning of each new tenancy. **Five or more units**; a leasing fee in the amount of 50% of the rent due at the beginning of each new tenancy. However, if a Co-op Broker is involved in the transaction, the leasing fee will be 100% of the rent. **Ten or more units**; a leasing fee in the amount of 50% of the rent due at the beginning of each new tenancy, regardless if a Co-op Broker is involved in the transaction.

 C. LEASING GUARANTEE: If tenant has been qualified by Agent and defaults on the

 original lease term, Agent will release the Premises and waive the leasing fee (as long as

 default was without Owner approval).
 D~~. RENEWALS: A renewal fee of 20% of the rent due upon the renewal of lease. Any~~

 ~~extension of the Tenant occupancy shall be deemed a renewal of the previous rental term~~

 ~~for the purpose of renewal compensation~~.

 E. PROPERTY INSPECTION: This management fee, guarantees One (1) property inspection

 per year (12 months) by Kaizen Property Management maintenance personnel.

**VII. TERMINATION:**
 A. Either Owner or Agent may terminate this agreement by giving the other party sixty (60)

 days written notice of termination. Agent may terminate this agreement immediately with

 written or verbal notice if Owners actions or inactions appear to be illegal, improper, or

 jeopardize the safety or welfare of Tenants or others.
 B. Owner may terminate this agreement in writing before agent has committed to a Tenant for

 the Premises and shall reimburse Agent for any out of pocket expenses.
 C. All provisions of this agreement that indemnify, defend, and save Agent harmless to any

 and all matters shall survive any termination of this agreement.
 D. Agent may withhold funds for thirty (30) days after the end of the month in which this

 agreement is terminated to pay any obligations; Owner shall pay Agent the deficit within

 thirty (30) days of termination date.

 E. In the event this agreement is terminated by either Owner or Agent, regardless of cause, the

 parties agree that Agent shall have no further obligation to rent, lease, or manage the

 Premises.

**VII. MODIFICATION OF AGREEMENT:**
 Agent may change the terms of this agreement by giving 90 days written notice to Owner.

 The ninety (90) days shall be counted from the date notice was mailed. Should no written

 objection be forthcoming from Owner within the ninety (90) 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.

**IX. OWNER AND AGENT MUTUALLY AGREE:**
 A. That this agreement shall be governed by and constructed 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.
 B. That 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.

**X. OTHER TERMS OF MUTUAL AGREEMENT:**
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XI. NOTICES:**
For purposes of this agreement, all notices required herein shall be deemed to have been served upon the other party when mailed to the following addresses or to such other address as shall be changed in **Writing**, properly notifying the other party:

Agent: Clyde R. Williams

Office Phone: 954- 734-9883 Fax #: 786-520-4181

Address: 20562 NW 10th Avenue Miami, FL 33169

Email: clydewill245@gmail.com

SALUTATION ()Mr. ( )Mrs. ( )Ms.

OWNER NAME:

SALUTATION ( )Mr. ( )Mrs. ( )Ms.

OWNER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTRY: USA

HOME PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_

CELL PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### EMAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SOC SEC#/TAXPAYER ID#:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER NET CHECK/DEPOSIT MADE PAYABLE TO:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XII. ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS:**
This Agreement embodies the entire understanding of the parties. All prior or contemporaneous agreements, understanding, representations, warranties, or statements, oral or written, are merged into this Agreement. This Agreement shall be become binding upon the successors and assigns of Agent, and their heirs, administrators, executors, successors, and assigns of Owner, and may be sold or assigned by Agent to any person or entity legally qualified to fulfill its terms.
FACSIMILE SIGNATURES: The parties agree that this agreement may be executed by facsimile and such facsimiles shall be binding as if originals.
ELECTRONIC SIGNATURES: The parties agree that this agreement may be executed by electronic signature and such electronic signatures shall be binding as if originals.

OWNER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGENT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_