



**MEYER REAL ESTATE
P. O. BOX 4471, GULF SHORES, AL 36547
EXCLUSIVE LEASING AND MANAGEMENT AGREEMENT**

**STATE OF ALABAMA
BALDWIN COUNTY**

This AGREEMENT, is made and entered into this ____ day of _____, 2008, between _____ here in after referred to as "OWNER"), and **PLEASURE ISLAND CORPORATION, d/b/a MEYER REAL ESTATE**, (hereinafter referred to as "MEYER"), for the exclusive leasing and management of the following described residential PROPERTY located at: _____ (Here in after referred to as "PROPERTY").

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties covenant and agree as follows:

1. APPOINTMENT OF AGENT: OWNER hereby appoints MEYER as the exclusive Agent for the leasing and management of the above described PROPERTY and MEYER hereby accepts said appointment subject to the terms and conditions set forth in this Agreement.
2. TERM: This Agreement shall remain in full force and effect from the date first stated above and continue through and including 1 year or until such time as the Tenant in possession has vacated the premises. Thereafter, the term of this agreement shall be automatically renewed for successive renewal terms of one year; provided, however, that OWNER may terminate this agreement ONLY at the end of the term or renewal by giving MEYER at least sixty (60) days written notice of intention to terminate. In the event of renewal, as set forth above, all terms of this agreement shall remain in full force and effect except as amended by OWNER and MEYER in writing. In the event MEYER terminates this agreement for OWNER'S failure to maintain the property, MEYER will notify the Tenant in possession of such action and further schedule a walk through to be conducted by MEYER, both Tenant and Owner may be present at said inspection. Any repairs reasonably found necessary, at the time of such walk through inspection, shall be made prior to any disbursement of Tenant's security deposit funds to OWNER. Thereafter, the Tenant's deposit shall be released to OWNER or OWNER'S agent pursuant to written notice from OWNER and MEYER shall be released from all obligations.
3. RESPONSIBILITY AND AUTHORITY OF AGENT: MEYER shall have responsibility for and is hereby authorized to perform the following duties on behalf of OWNER:
 - A. PROCURE TENANTS: Use all reasonable efforts to rent the PROPERTY by finding Tenants for the PROPERTY in accordance with guidelines established by OWNER as they pertain to approval of new Tenants. All parties acknowledge that MEYER shall offer the PROPERTY for lease under the same terms to all persons, according to all state and national housing laws and Title VIII of the Civil Rights Act of 1968.
 - B. NEGOTIATE TERMS: Use discretion in negotiating lease terms in accordance with guidelines from time to time established by OWNER.
 - C. EXECUTE LEASES: Execute any lease, contract for lease, or other documents which may be necessary for the proper leasing and management of the PROPERTY.
 - a) OWNER authorizes MEYER to enter into a Lease Agreement for the PROPERTY for up to 12 (twelve) months in the minimum amount of \$_____ per month. OWNER hereby authorizes MEYER, from time to time as determined by MEYER, to establish the rate upon which the PROPERTY will be rented and/or leased, based upon current market rates in the local area for similar PROPERTY.
 - b) Pets: OWNER _____ agrees _____ does not agree to accept a pet in the PROPERTY. A \$250.00 non-refundable pet fee will be collected from residents and after cleaning, the balance to be forfeited to OWNER at the end of the Lease Term.

c) UTILITIES: The following utilities are paid by: (check appropriate column)

Electricity	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Water	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Sewer	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Gas	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Trash	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Cable/Sat	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Telephone	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Internet	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Assoc Dues	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner	Pest Control	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner
Landscaping	<input type="checkbox"/> Tenant	<input type="checkbox"/> Owner			

d) MAINTENANCE AND REPAIRS: OWNER hereby authorizes MEYER to perform maintenance as considered necessary, in MEYER'S sole opinion, to keep PROPERTY suitable for rental. MEYER shall first obtain OWNER'S approval for any expenditure in excess of Two Hundred (\$200.00) Dollars for repair or maintenance, except in emergencies. In the event OWNER fails to provide approval for said expenditure in excess of Two Hundred (\$200.00) within 48 hours, then MEYER shall proceed as though OWNER had granted approval. In the event, that during any annual period the monthly average cost of maintenance and/or repairs exceed the reserve amount of Two Hundred Dollars (\$200.00), MEYER at its sole and absolute discretion may elect to increase the required reserve to an amount equal to the average of the preceding twelve (12) month expenses. MEYER shall deduct said amount of increase from the OWNER's next monthly proceeds statement. In the event of an emergency, MEYER has sole authority to act for OWNER to protect health and safety of Tenant and property. Winterizing PROPERTY (i.e. draining water lines, installing antifreeze, lower heat settings, etc.) is OWNER'S responsibility. MEYER may procure a contractor to winterize PROPERTY, upon request of OWNER, but will not be responsible for any damage resulting from freezing temperatures. MEYER will call licensed providers for maintenance and services and will bill the OWNER the charges from the provider. Any unpaid charges billed to OWNER after 30 days will be deducted from OWNER'S proceeds on the next OWNER'S statement. OWNER may specify an alternate independent contractor to respond to emergency calls by notifying MEYER in writing.

- D. OWNER OUTSIDE OF U.S.: MEYER may use its discretion on repairs during any time that OWNER resides outside the continental United States. OWNER will be notified of these repairs after made, by U.S. Mail, and OWNER agrees to be responsible for the cost of the repairs.
- E. COLLECT RENTS: Collect rents and to make deposits into rental management accounts and render statements of receipts, expenses and charges, and remit to OWNER receipts less disbursement on a monthly basis.
- F. ADDITIONAL ACTIONS: Make reasonable efforts to collect rent payments, but MEYER does not guarantee the payment of rents by Tenant. **MEYER may add a late charge to any delinquent payments of which OWNER shall receive 50% of the collected amount.**
- G. EVICTIONS: Evict Tenants in default under their lease and file whatever actions on OWNER'S behalf as are necessary to accomplish same. Any cost of collection, including court costs, witness subpoena charges and legal fees shall be the responsibility of the OWNER.
- H. SECURITY DEPOSITS: Collect security deposits paid by any Tenant, and further hold said security deposit in an escrow account. MEYER shall be responsible in determining what portion, if any, of the security deposit shall be charged against the Tenant at the termination of the Lease. In which case, security deposit may be forfeited and credited to the OWNER.
- I. NECESSARY ACTIONS: Take any and all actions considered necessary by MEYER to protect the OWNER'S interest in the PROPERTY.

4. RESPONSIBILITY OF OWNER: OWNER shall be responsible for and hereby agrees to the following:

- A. INSURANCE: OWNER shall secure from an insurance company licensed to do business in Alabama, all of the following insurance: (a) fire and extended covered insurance for the building and improvements on the PROPERTY and any contents thereof owned by OWNER, in the amount of not less than the full replacement value thereof; and (b) public liability insurance together with broad form comprehensive general liability endorsement in an amount not less than \$500,000.00 combined single limit. All of said insurance should be in full force and effect during the term and any and all renewal or extension terms of this Agreement. All of said liability insurance required hereunder should name the OWNER and MEYER as named insured thereunder, shall contain contractual liability endorsement and shall be primary to any other coverage which may be in effect.

The OWNER shall provide MEYER upon signing this Agreement and at each insurance policy renewal date and continuously maintain in full force and effect a certificate evidencing that all of said insurance coverage is in full force and effect, providing not less than 30 (thirty) days written notice prior to any cancellation, non-renewal or material alteration thereof. MEYER is hereby authorized to procure all of said insurance on behalf of the OWNER and OWNER shall be responsible for the cost of any premiums owed in connection with obtaining said insurance.

- B. HABITABILITY OF PREMISES: It shall be the responsibility of the OWNER, at OWNER'S sole cost and expense, to maintain the property in habitable condition for the health, safety and welfare of the Tenant to include, but not limited to the mechanical systems of HVAC, sewage, electrical, structure and other such items that meet the standards of MEYER as set forth from time to time. In the event OWNER fails to keep the property habitable within 48 hours after notice from MEYER, then MEYER may make such repairs as allowed by this Agreement or terminate the Management Agreement in accordance with Paragraph 2 above.
- C. INDEMNITY AGREEMENT: MEYER shall perform its obligations and duties under this Agreement as agent of the OWNER, and any and all obligations incurred by MEYER on behalf of the OWNER hereunder shall be for the account of and at the expense of OWNER. As a material part of the consideration for this Agreement, and as an inducement for MEYER to enter into this Agreement the OWNER agrees that, to the fullest extent permitted by law, the OWNER has indemnified and does hereby indemnify and hold harmless MEYER, its officers, directors, agents and employees, from any and all liability, claims of liability, suits, actions, judgements, damages, losses, costs and expenses, including but not limited to costs of defense and reasonable attorney's fees, paid or incurred by MEYER or by any of its employees, arising from or as the result of false or misleading statements by OWNER, or any negligent acts by OWNER, or any bodily or personal injury to or death of any person or persons whosoever (including but not limited to any agent or employee of OWNER or MEYER, or any lessee, Tenant, licensee, guest, invitee or any other person who enters upon the PROPERTY), or any loss, theft or destruction of or damage to any PROPERTY of the OWNER arising out of or in connection with the ownership of the PROPERTY by OWNER or the leasing or management of the PROPERTY by MEYER, or the exercise of or failure to exercise any of the duties, obligations or powers herein or hereafter granted to, or conferred upon or assumed by MEYER, or liability therefor imputed as a matter of law to MEYER or any of its agents. The OWNER understands, acknowledges and agrees that MEYER has relied upon this indemnity as an inducement and as a material part of the consideration for entering into this Agreement, and that this indemnity is an incident to the leasing and management of the PROPERTY described above. The OWNER further agrees that this indemnity shall survive the expiration or termination (with or without cause) of this Agreement.
- D. LIABILITY OF AGENT: It is further agreed that MEYER shall not be held liable for any damages caused by the Tenant to the PROPERTY.
- E. FORECLOSURE OF PROPERTY: If foreclosure proceedings are initiated for the property this management agreement will immediately end.
- F. MOLD: If at any time the property is determined to have any mold infestation, immediate mitigation and mold removal must be undertaken at OWNER'S expense. If OWNER does not act to mitigate and remove the mold this agreement will immediately end and MEYER will have no further responsibility. If the Tenant(s) request in writing to cancel their lease due to the mold and relocate to another Meyer Real Estate rental or any other property MEYER must grant this request, cancel the lease and refund the deposit less any damage by Tenant. The mold-infested property will be removed from the MEYER Long Term Rental Program until the mold is completely mitigated and removed.
- G. DEFAULT BY OWNER: In the event OWNER defaults in its obligations under this Agreement, MEYER, at its sole and absolute discretion, shall have the right to take action to either immediately terminate the Management Agreement or act on behalf of OWNER as if authorization to do so had been directly conveyed to MEYER as such action may pertain to Paragraph 3d or any other provision of this Agreement. However, should MEYER elect to take action to protect the interests of MEYER or the interests of the occupying Tenant, Meyer shall still maintain the right to terminate this Agreement for said OWNERS default. Should MEYER terminate this Agreement for cause OWNER shall be liable for compensation to MEYER pursuant to 5D hereinunder and further indemnify MEYER for any and all claims resulting from such default. This clause shall survive the termination of this Agreement.
5. COMPENSATION TO AGENT: For MEYER'S services in connection with the leasing and management of the PROPERTY, OWNER shall pay the following fees to MEYER which MEYER is hereby authorized to deduct at its sole discretion from rent and other income received on behalf of OWNER under this Agreement.
- A. MANAGEMENT FEE: To pay a management fee of **Fifteen Percent** 15 % of the gross income received per month.

- B. SALES COMMISSION: To pay MEYER a sales commission of 6% of the selling price in the event the PROPERTY is purchased by any Tenant who executed a lease during the term of this Agreement or within 90 days after the expiration of this contract. (This clause doesn't apply if PROPERTY was already listed for sale by the time this Agreement is signed).
 - C. EXPENDITURE FEE: Expenses that exceed the maintenance escrow account and/or damage deposits.
 - D. TERMINATION FEE: In the event this Agreement shall be terminated by OWNER during the term of any Lease Agreement or extension thereof, or shall OWNER renew any Lease Agreement with a Tenant obtained by MEYER, then OWNER shall pay to MEYER a fee equal to the amount MEYER would have obtained had the Agreement not been terminated. Said fee shall be paid upon the termination date.
6. ATTORNEY IN FACT: OWNER has appointed and does hereby designate and appoint MEYER (hereinafter referred to as "Attorney In Fact"), as the OWNER'S true and lawful agent and attorney in fact to represent the OWNER in all of his, her, its or their dealing, transactions and communications arising from or in connection with this Agreement or the leasing or management of the PROPERTY and OWNER does hereby further covenant and agree that MEYER shall be and is hereby fully protected, released and held harmless by OWNER with respect to any and all acts and this which MEYER may do and perform or omit to do pursuant to said appointment as Attorney In Fact; and the OWNER does hereby ratify, approve and confirm all of the Attorney In Fact's respective acts and actions in the premises.
 7. MISCELLANEOUS: At all times this Agreement will inure to the benefit of and constitute a binding obligation upon the parties and their respective heirs, successors and assigns. This Agreement constitutes the entire Agreement between the OWNER and MEYER with respect to the leasing and management of the PROPERTY, and no change will be valid unless made by supplemental written agreement, executed by both OWNER and MEYER.
 8. CONTACT PERSON: In the event the OWNER is more than one person or is another type of entity such as a corporation, partnership or company, OWNER hereby designates and appoints **Meyer Real Estate**, as the CONTACT PERSON. Meyer Real Estate is hereby authorized to rely upon any decision or instructions from the CONTACT PERSON as being decisions and instructions from the OWNER, with full support and approval from OWNER. The undersigned OWNER hereby warrants to MEYER that OWNER is the fee simple owner of the PROPERTY and has the full authority to enter into this Agreement with MEYER and to be bound by its terms and conditions.
 9. SEVERABILITY: If any provision or any part of any provision of this Agreement or the application thereof to any person or circumstance shall be held illegal, invalid or unenforceable to any extent by any court of competent jurisdiction, such holding shall not affect the remaining provision of parts of provisions of this Agreement or the application thereof to any other persons or circumstances, all of the provisions of this Agreement shall be enforced to the fullest extent permitted by law.
 10. GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of Alabama.
 11. EMERGENCY PREPAREDNESS PLAN: See paragraph 14 hereinafter.
 12. ARBITRATION AGREEMENT: In the event of a dispute between OWNER/MEYER and or Tenant, OWNER and MEYER, the parties agree to submit any disputes arising from this Agreement to final and binding arbitration under the Arbitration Rules for the Real Estate Industry of the American Arbitration Association, and further agree to abide by and perform any award rendered by the arbitrator(s), and that a judgment of the court having jurisdiction may be entered on the award. The party obtaining any applicable judgment shall be entitled to recover the reasonable costs of such arbitration expenses including but not limited to; reasonable attorney fees, investigation fees and charges, filing fees, collection costs and others as may be allowed by the arbitrator(s).
 13. RULES AND REGULATIONS: OWNER agrees to provide MEYER with copies of Association Rules and Regulations and HOA contact information upon signing this Agreement. MEYER will attach the Rules and Regulations to any Lease Agreement and require Tenants of the property to abide by such.
 14. SPECIAL CONDITIONS: _____

15. Keys Provided:

Front Entry Keys _____

Rear Entry Keys _____

Garage Door Openers _____

Golf Cart Door Openers _____

Amenities Keys _____

Parking Passes _____

Mail Box Keys _____

Storage room keys _____

Amenities Key _____

Other _____ (_____)

IMPORTANT NOTE: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

Print OWNER's Name

Signature

Street or P.O. Box Number City State Zip

Home Phone Number () _____ Work Phone Number () _____

Cell Phone () _____ Email Address _____

The 1099 will be issued on this number unless otherwise directed:

Social Security Number

Print 2nd OWNER's Name

Signature

Home Phone Number () _____ Work Phone Number () _____

Cell Phone () _____ Email Address _____

If OWNER is a corporation, please furnish Federal ID Number and designated individual contact person, and provide documentation authorizing that individual to act of behalf of the corporation. Fed. ID # _____.

PLEASURE ISLAND CORPORATION d/b/a Meyer Real Estate (P.O. BOX 4471 – Gulf Shores, AL 36547)

By (Printed) _____

By (Signature) _____

Meyer Real Estate Long-Term Property Manager