

SECTION XII – PROPERTY MANAGEMENT & RENTAL POLICY

Berkshire Hathaway HomeServices Florida Properties Group

RESIDENTIAL ASSET PROPERTY MANAGEMENT (APM) & RENTAL POLICY

No sales associate other than those who qualify as either an, Asset Property Manager or a Leasing Coordinator may list a residential property for rent, process a lease transaction or perform the function of an asset property manager other than for their personally owned rental properties (Conditions apply for disclosure and use of Company signage and documents for personally owned rental property).

PROPERTY MANAGERS

Asset Property Managers are Independent Contractors who have signed the BHHS Florida Properties Group IC contract and will pay the associate fees as applicable and additionally up to \$50 per month rental website advertising cost. They must maintain an active Real Estate License to list, lease and manage rental property and must be certified through the BHHS Florida Properties Group Rental Training Program. They will be required to attend departmental meetings and continuing education classes as required by Vice President of Asset Property Management Division. They will abide by the current procedures of the Asset Management Division and Rental Accounting Department. Such procedures may change and notice of the change will be considered delivered when sent by email to Asset Property Managers, Leasing agents and any Asset Property Manager assistants through the Department email distribution group. Asset Property Managers will report to their Market President as an agent of that office as well as VP of APM Division and will be responsible for professional association and MLS fees as an Independent Contractor.

Asset Property Managers are expected to attend Branch Sales meetings and present availability reports and general rental market information reports, so that all sales associates with tenant or landlord needs may have a current picture of the rental market.

BHHS Florida Properties Group will maintain a rental accounting department and will pay for the postage and phone calls from office phones necessary to transact day-to-day property management and leasing business. Asset Property Managers located in Branch offices will be provided with access to the current management accounting software and APM Division Forms through the Internet. They are expected to provide their own laptop or desk top computer as well as maintain a cell phone account.

Asset Property Managers will communicate with the rental accounting department using authorized forms and will complete the steps for listing and leasing rental property as prescribed by the VP of APM Division. Asset Property Managers will not discount the fees of the Broker without specific authorization of the VP of APM Division. Commission payouts may be held until all prescribed steps are completed and fees are collected.

Asset Property Managers may apply for reimbursement from the company of up to \$125 per month for approved prospect mailings of postcards or letters to property owners. Materials consist of Broker approved Postcards and Marketing brochures only. Should an Asset Property Manager wish to participate in additional mailings, he/she will not be reimbursed. Asset Property Manager should consult with his/her Managing Broker before such mailings are sent to ensure appropriate identity standards are met and that such mailings are not in conflict with any pre- approved farm areas.

Asset Property Managers at their own expense are strongly encouraged to join the *National Association of Residential Property Managers* (NARPM) and participate in their educational sessions and annual conventions. A Company discount membership rate is available when membership is paid through BHHS Florida Properties Group each year in December. BHHS Florida Properties Group Asset Property Managers and Leasing Coordinators will abide by the "Standards and Practice" and "Code of Ethics" of the *National Association of Residential Property Managers* (NARPM®). Additionally Asset Property

Managers will be professionally dressed in a professional manner at all times they are doing business for BHHS Florida Properties Group.

Property Management Fee and Rental Commission Schedule:

Residential Property Management Commission Schedule

BHHS Florida Properties Group is pleased to offer a commission structure to their asset property management associates that rewards them as their portfolio grows. The commission schedule will pay management and leasing fee commissions based on the number of managed, occupied or monthly fee generating units in his/her portfolio.. Commissions will be paid according to the following schedule:

<u>Managed, Fee Earning Occupied Units</u>	<u>Commission Rate</u>
0 through 50	50%
51 through 75	55%
76 units and up	60%

- The commission level will be based on unit counts as reflected in PROPERTYWARE (or other current management accounting software) at the end of the previous month. Example one: An asset property manager ends the month of May with 47 managed, occupied units. During the month of June the asset property manager has leases signed for seven additional units and no other occupied units become vacant. A net gain of seven units brings the total managed and occupied units at June 30th to 54 units. The property manager would be paid at 50% during the month of June, and beginning July 1st would be paid at 55%. Example two: An asset property manager ends the month of September with 52 managed, occupied units. During the month of October two new leases are signed, but four leases expire and tenants vacate. A net loss of two units brings the unit count to 50 units at October 31st. The asset property manager would be paid at 55% during October, and beginning November 1st would be paid at 50%.
- Management fees, leasing fees, and renewal leasing fees earned on seasonal rentals, month-to-month, and lease only properties will be paid at the commission levels based on managed, occupied units listed above.
- Additional fees (late fees, application fees, lease preparation fees, pet fees, etc. are not subject to the increased rate and will continue to be paid at the rate published on the current Rental Fee Split Schedule.
- Associates must be affiliated with BHHS Florida Properties Group at the time of commission payment to collect the accelerated commission split. No Property Management commission or other associated fees will be paid to a Terminated Property Manager after their termination date.
- This schedule is related to asset property management transactions only. Commissions on sales will be paid according to the current sales commission schedule.
- BHHS Florida Properties Group reserves the right to revise the rental commission schedule at any time. Associates will be notified at least 30 days in advance of any changes being implemented.
- Fees Charged by BHHS Florida Properties Group for the services of Leasing and Property Management will be reviewed and modified as the need arises at any time during the year.
- Any other commissions or fees not listed on this agreement will be paid in accordance with the current BHHS Florida Properties Group Rental Fee Schedule which may change at Broker's discretion.
- Asset Property Managers and Rental Coordinators leasing each other's listings will receive a **minimum** of 25% of the Gross Leasing Fee. Higher shares of the Leasing fee may be established by the Property Manager to compensate a leasing coordinator working directly with that Property Manager.

Re-Assignment of Rental Accounts:

Properties that were being handled by a terminated asset property manager will be re-assigned to another Property Manager as company accounts and commissions on them from date of assignment to the new Property Manager will be at lower split levels. No leasing fees will be paid to a terminated Asset Property Manager except for leasing fees owed for transactions already fully completed and property occupied prior to termination date. No Property Management or other associated fees will be paid to a Terminated Asset Property Manager after their termination date. An Asset Property Manager or Leasing Coordinator who chooses to leave or is terminated may not contact the rental customers of BHHS Florida Properties Group prior to or after such termination to announce their intent to leave or their actual transfer to another company. Such contact will be interpreted as intent to solicit the rental customers of BHHS Florida Properties Group to encourage those customers to break their contracts with BHHS Florida Properties Group. If a pattern of solicitation is discovered, the Associate will be pursued through all legal channels open to BHHS Florida Properties Group to recoup the loss of revenue associated with such unauthorized contact.

Sales Activity by Asset Property Managers:

Asset Property Managers may list and sell residential real estate only with the prior written approval of their Market President. Asset Property Managers who sell must take the required agency courses and legal update programs to continue sales activity and must abide by the policies and procedures of the Branch Office where they are housed. All company dollar on these sales transactions will stay with the Branch.

LEASING COORDINATORS

Leasing Coordinators who are sales associates and who have gone through the Leasing Coordinator Training program offered by BHHS FPLG and may lease the listings of a BHHS Florida Properties Group Property Manager and be paid 25% of the Leasing side of the transaction. **They may not list rental property.** They must refer rental listings of all types to an Asset Property Manager but will be paid a minimum additional fee of 20% from the Listing side of the transaction as a referral bonus. Special Referral programs may be placed into effect at BROKER'S discretion.

Rental Referral Policy to Sales Associates:

All sales associates may refer Owners to Property Managers and Tenants to Property Managers or Leasing Coordinators. A referral fee of \$50 or 10% of the leasing fee earned by BHHS Florida Properties Group (whichever is greater) will be paid for a tenant placement in a BHHS Florida Properties Group listing or an Owner's property that is successfully listed and leased as a LEASE ONLY. A referral fee of \$100 or 20% of the leasing fee earned by BHHS Florida Properties Group (whichever is greater) will be paid for an Owner's property that is successfully listed and leased as a managed unit. At times Special Referral incentive programs may be placed into effect at BROKER'S discretion.

A Rental Referral Form is available from the Rental Accounting staff or one of the asset property managers. Use them to track your referrals. The associate will be paid at 75% or the agent's sale's split level whichever is higher. Franchise fee does apply.

Referral fees received from cooperating Brokers for outgoing rental referrals and co-op rental commissions earned by a sales associate or Asset Property Manager will be paid at 75% or the agent's sale's split level whichever is higher. Franchise fee does apply.

Sales Referral Policy for Rental Properties that Sell & Tenants who Buy:

The first documented contact with the rental customer will dictate who is entitled to future listing or selling commission or sales referral fees. The following procedure will be followed and should be documented on a Joint Venture Agreement signed by both associates and their branch managers.

1. If a tenant referred to an Asset Property Manager or Leasing Coordinator by a Berkshire Hathaway HomeServices Florida Properties Group Sales Associate buys the property they leased from Berkshire Hathaway HomeServices Florida Properties Group, the referring associate will earn the selling side of the sales transaction.
2. If a tenant procured by an Asset Property Manager or Leasing Coordinator for a rental unit that is already listed for sale by a Berkshire Hathaway HomeServices Florida Properties Group Associate then buys that property, the Property Manager or Leasing Coordinator will be entitled to the selling side of the transaction and nothing on the listing side.
3. If an owner of rental property is referred to an Asset Property Manager by a Sales Associate and the owner then decides to sell that property, the referring Sales Associate may list that property for sale without owing any referral fee to the Asset Property Manager.
4. If an owner of active rental property (under lease or management agreement) was originally procured by a Berkshire Hathaway HomeServices Florida Properties Group Asset Property Manager, the Asset Property Manager, if still with the Company, or the Asset Property Manager assigned to the rental listing is entitled to a 35% referral fee on the listing side if the property becomes listed with a Berkshire Hathaway HomeServices Florida Properties Group Associate.

All sales referral fees will be split with the receiving associate at their company sales split level less Franchise fee.

Property Management and Leasing Forms:

The VP of Res. Asset Property Management Division will make available the Rental Listing and Leasing documents and will be responsible for periodic revisions and updates in the software currently in use. For Access to Available listings and information about property management and leasing services, use the rental website www.RentAHomeWithUs.com

Standard Rental Commission, Management Fee and Other Fee Rates:

Fees and Charges to Owners and to Tenants for the benefit of Berkshire Hathaway HomeServices Florida Properties Group are subject to change. All fees are expected to be collected as spelled out in those documents. Variations to the fees printed in these documents are subject to APM Division leadership approval.

Types of Fees Charged by Berkshire Hathaway HomeServices Florida Properties Group include

Listing Set-Up Fee

Leasing Fee

Management Fee

Lease Renewal Fee

Attorney Lease Preparation Fee

Tenant Application Fee paid online by credit card

Pet Privilege Fee determined after Pet is screened online

Tenant Lease Coordination Fee

Advertising Cost: All property specific advertising other than MLS is done at cost of the owner. If cost is incurred and agent has not been able to collect sufficient funds to pay for such ads, agent will be responsible for such costs.

Method of Funds Payment:

Application Fees must be in the form of Cashier's check or Money Order. Personal Checks may only be accepted if drawn on a U.S. Bank and if collected at least 3 weeks in advance of occupancy. Cash may not be accepted. If a personal check is accepted and is returned NSF, Associate will be responsible for collecting the amount of the check and NSF fees from the check writer or having that amount deducted from their future commissions. NO CASH!

Production Expectations:

Create and implement an annual business plan for the Market President with a copy to the VP of Asset Property Management Division.

Maintain an Annual average **net growth** of 12 accounts per year.

Maintain an Annual average of 3 new leases written per month.

Maintain an inventory of 50 properties after 4 years of beginning work with Berkshire Hathaway HomeServices Florida Properties Group as an Asset Property Manager.

Personal Assistants:

The cost of hiring a personal assistant is the associate's responsibility. Personal Assistants will be hired and compensated under the policy of Berkshire Hathaway HomeServices Florida Properties Group. The actions of Personal Assistants become the responsibility of the Associate. Training for Personal Assistants is available on an as needed basis through the Asset Property Management Division.

Availability of Asset Property Manager:

Asset Property Managers, their assistants and Rental Coordinators are expected to return phone and email inquiries promptly and professionally and at their own expense are expected to carry cell phones to be accessible for customer repair needs, owner inquiry calls, and availability calls. If an asset property manager is to be absent from the office for an extended period of time for vacation or other time away, it is the responsibility of the Asset Property Manager to arrange effective coverage of the tenant's repair needs and the vacant unit prospect calls.

Access and Advertising of Available Units:

Rental Advertising other than those sites under contract with Berkshire Hathaway HomeServices Florida Properties Group must be pre-approved by the Branch Manager and paid for by property owner. Up to \$50 per month per Asset Property Manager and Leasing Agent may be charged to the agent billing.

Rental Properties will be placed in the local MLS listing service and Current Property Management software will feed to Berkshire Hathaway HomeServices Florida Properties Group websites and other For Fee and For Free websites.

Lock boxes will be used on Rental properties only as permitted by Owner and any resident Tenant. MLS Lock boxes are the expense of the Property Manager. Mechanically coded lock boxes will be provided by Berkshire Hathaway HomeServices Florida Properties Group. Replacements for lost boxes will be at the Asset Property Manager's expense.

Knowledge of Laws and Common Practice Relating to Leasing and Property Management:

Chapter 83 FL statutes / Florida Landlord Tenant Act

Federal Fair Housing Law

Federal Fair Credit Reporting Act

Local County and Municipality Rental Regulations

Federal Fair Debt Collection Practice

Comparable Rent Rates in your Market area

Common Procedures and Practice: "NEVER PROMISE MORE THAN YOU CAN DELIVER"

- When in doubt about a reasonable course of action, contact the APM Division Manager or your Market President
- Know and follow Accounting and Rental Division procedures
- Maintain working file within current software program of all Owner, Maintenance and Tenant records and Correspondence.

- Scan and attach Original Listings, Applications, and Leases to Current Software System or Email to pmdept@bhhsflpg.com to reach the Rental Division Office.
- Use only Berkshire Hathaway HomeServices Florida Properties Group approved rental listing agreements.
- Get copy of proof of ownership and proof of identity with listing agreement and Required IRS withholding forms.
- Complete a written Property condition report at time of listing, take pictures to support condition report and scan to the Building level in Software. (Inspection service available through www.ONSIGHTPROS.com)
- Recommend that Owners investigate Warranty Policies and Sign up for a Bi- Annual AC service Plan.
- Place signs on property, place in MLS and into Propertyware only after listing agreement is fully executed.
- Get 3 sets of keys from Owner and if key copies are needed or changes of locks they are at owner's expense. (locks and garage codes on annual properties must be changed after each tenant vacates.)
- Use only Berkshire Hathaway HomeServices Florida Properties Group approved application and lease process. **Online Pet Screening and Online People Application**
- Give Tenant either an acceptance of Application letter or an Adverse Action Notice after Application screening process is completed.
- Recommend a source for Tenant Insurance to Tenant at time of lease preparation.
- Do a thorough Move-in and Move Out inspection on the properties take Pictures or Video or use (OnSight Pros)
- The work order system built into Propertyware tracks services required on the properties
- Only Licensed and Insured vendors may be sent to properties and they must have completed a Berkshire Hathaway HomeServices Florida Properties Group Vendor Agreement and have provided professional documentation along with a W-9.
- Drive by the properties under your care at least once every 6 months.
- Deliver copies of 3-day late rent notices or 7 day notice of non-compliance by physical posting on the property and maintain originals in office file.
- Deliver 3-Day late rent notice no later than 5 days after the due date.
- Follow Lease Renewal Procedure as outlined in Checklist.
- Follow Security Claim Letter Procedures as mandated by Chapter 83 and Asset Property Management procedure.
- Notify VP of Asset Management Division of any dispute of claim either verbal or written from Tenant within 48 hours of receipt of such dispute of claim.
- Maintain frequent contact with Owners by email and phone. Keep copies of all communications.
- Be **Scrupulously Honest**. Communicate with clarity and control your anger.
- Notify Owner within 24 hours of Tenant failure to respond to 3-Day notice and request signed affidavit to hire an attorney to proceed with eviction.
- Notify owner by phone and follow-up by written confirmation about any repair need that exceeds \$300. Keep copies of all such correspondence.

Pet/Animal Policy

Having a Pet is a choice tenants make and they expect to have to follow rules and pay for the privilege. Berkshire Hathaway HomeServices Florida Properties Group requires that **all** pets/animals be registered with our preferred pet screening provider. (See link below) They are asked to upload a photo and the shot record for the animals, provide chip or pet insurance information as it applies and answer a series of questions about their care for the animal. [Pet Registration and Screening Link](#)
 Direct new tenant prospects and current renewing residents to www.rentahomewithus.com > Tenant Services > Pet Policy (<http://www.rentahomewithus.com/tenant-services/pet-policy>). They click on the Pet Screening link and they are in the system.

(<https://www.petscreening.com/referral/6vODTXjDVSdF> is the actual URL behind hyperlink)

Tenant pays by credit card at the site \$20 for the first pet and \$15 for each additional one. If the animal is already registered with Pet Screening.com their annual renewal of information will cost \$10 per animal. If an applicant should happen to go direct to petscreening.com and not use our link you may email support@petscreening.com and ask that they link the tenant's name and pet registration to our account for Berkshire Hathaway HomeServices Florida Properties Group.

Each Property Manager will have a unique log in to Petscreening.com using their Bhhsflpg.com email address. Each agent will see all of the pet registrations for the whole company. When a new one comes in, every user will receive an email alert with the tenant's name so you may check the report if that is a name of someone you know is applying for one of your homes.

Tenant's pet privilege fee is determined by the risk factors identified by the screening provider. Typically that ***privilege fee is usually between \$250 and \$350 per pet***, however an owner may decide to collect monthly ***pet rent which is usually between \$15 and \$35 per pet*** instead of or in addition to the **non-refundable** pet privilege fee.

Pet Privilege fee includes \$50 kept by the company for pet processing. Property Manager gets \$25.00 for the bother of qualifying the pet and following up with visits to see that the pet is the one registered and not a d that extra work includes the updating of animal information at time of renewal.

- Exceptional Circumstances may come up and the Property Manager believes this fee should be adjusted due to the online screening cost, the Property Manager may waive their share (\$25) of the pet privilege fee. If the Company is being asked to waive their share (\$25), Property Manager is asked to contact the director residential asset management to discuss the need and get approval.

Service or Emotional Support Animals are described under the HUD.gov site for the Fair Housing guideline written May 2004 on Reasonable Accommodations for the Disabled. It is very clear. Service animals and Emotional Support Animals are all considered to be in the same category when it comes to whether or not disability discrimination is occurring. No deposit increase, no "pet rent", for them, as long as there is a reasonable nexus, a connection, between the person's disability and the function the animal performs. In addition, most of the disabled renters or applicants, or one of their family members, or anyone in a position to know about them, may self-certify as to the disability. The disability only needs to fit the legal definition, which is a physical or mental condition that substantially limits one or more major life activities.

All animals are to be registered at time of first lease signing and each year upon renewal, but if the animal is a service or emotional support animal there will be no charge. The Registration of all animals is for the protection of the tenant as well as a tool for agent and the owner to determine the risk of the specific pet(s).

Reasons for using an online pet registration screening service include:

1. A systematic way to collect and store Pet record data without agent chasing it down
2. A way for Owners to know more about the pet risk they are agreeing to accept (Scoring 1-5 Paws plus explanation of risk levels)
3. Owner may determine pet fee based on risk level for each animal
4. A safe way to verify certificates of need for Emotional Support Animals
5. Limits Liability for Agent and Owner while accepting pets as part of the lease agreement
6. Service to protect owners not being offered currently by other competitors for all applicants with animals (pets) part of the "Why Use Us" talking points at listing presentation.

KEY POLICY:

Locks will be changed to one of the codes used by Mr. ReKey for BHHS FLPG properties.

A key(s) will be placed in a secure lock box on the air condition line or other secure spot permanently for maintenance access.

Key number and location of lock box at the property will be entered into Propertyware by the Residential Asset Manager.

Combination of the permanent lock box may not be given to the tenant.

An additional box will be placed on the home's front door for use with other agents to show the home.

Any old Keys will be kept in a locked key case or your office will be locked when you are away from the office.

The key to the Locked case will be stored away from the key box and secured at night.

The key box will be kept locked at all times when you are not in your office.

A Key sign out book will be kept by the property manager, and keys will be given to vendors or others who have a legitimate reason for access when they sign the book. The book should then be signed when the key is returned. Vendors will be charged for lock change cost if keys are not returned.

Security of keys is the responsibility of the Residential Asset Manager.

Locks on rental units should be re-keyed after every tenant at owner's expense and the amount claimed from the tenants' security as per the lease agreement.

See Propertyware Desktop Admin docs for key log and Sign out book sheets.

After Hour Emergency Repair Calls Policy

We Provide 24/7 live answering of the Maintenance line 813-852-6800 **Property Managers are expected to review their email alerts during and after hours.**

*During Normal working hours, M-F 8:30 to 5:30, the line and the email dispatch@bhhsfloridaproperties.net are overseen by our dispatcher at home office. The dispatcher has full view of Propertyware and the maintenance notes on each building. At Night, Weekends and Holidays we outsource the line to LIVE VOICE, a call center service. LIVE VOICE **does not** have a view in Propertyware of the Maintenance notes.*

- *Live Voice answers **Calls Only** and does not receive emails or see Online Requests coming from Tenants. They do not see the Maintenance notes in Propertyware.*
- *Online Service Requests get handled on the Next Business Day or by you if you choose to do so during off hours.*
- *Live Voice Dispatches to the specified vendors below for Emergencies Only. They do, however, create Work Orders for all Calls and you get Alerts.*
- *Live Voice does not have the ability to dispatch to your preferred vendors via your maintenance notes. .*

- Live Voice **does not** have any access to our internal email address dispatch@bhhsfloridaproperties.net. That email address is read and answered only during our normal working hours from 8:30 to 5:30 M-F.
- **Assigned Emergency Vendors will not call Property Manager before going to the home Water and Fire hazards.**

We have confirmed with the vendors provided below that they will take the Emergency calls from LIVE VOICE staff. These vendors cover our entire geographic footprint. Betsy and Kathy's contact information is listed for these vendors as the default contact if a tenant does not know who their property manager is when asked by the vendor to provide that information.

NON EMERGENCIES After-Hours: If you decide to send a vendor for a situation not considered an emergency for a problem not called in to LIVE VOICE but made known to you by direct contact from your tenant, you must:

1. Create a work order in Propertyware first or call LIVE VOICE to create it.
2. Attach your selected vendor to the work order
(LIVE VOICE will not do that for you unless it is one of the 3 they have on file)
3. Give that WO # to the vendor when you **call** them.
4. Finally, Email Dispatch@bhhsfloridaproperties.net to let the Dispatcher know you have already sent the vendor so he does not call the vendor again on the morning of the next business day.

(Always call in after-hour needs. Vendor will **NOT** read emails during non-business hours)

Live Voice staff creates the work orders for **ALL** after-hours calls from you or your tenants but only dispatches for the emergencies we have defined for them. If you do not want the assigned vendor to complete the work order that was dispatched to them by LIVE VOICE please contact the vendor immediately upon receipt of the email alert to cancel the request. If you wait they will have sent a tech and there will be a charge. Once you have called the vendor, send an email to dispatch@bhhsfloridaproperties.net to notify them of the change you have made in vendor assignment.

DO NOT send your request to reassign the work order to dispatch email without contacting the vendor yourself as that email will not be seen until the next business day and the work may already be completed.

ONLY these Emergencies will be dispatched by LIVE VOICE:

- ***Fire clean up, Flooding or Severe water intrusion:***
Serv-Pro-727-847-3000
- ***Plumbing emergencies include: severe water leaks, No water, no hot water, toilet, tub and sink severe clogs and overflow situations when there is only one bathroom:***
THIRD GENERATION PLUMBING AND HVAC 813-961-8024 (for extra help Katie handles the after hours calls for Third Generation. 813-695-3183.)
- ***No Electric or an electrical fire hazard:***
ELECTRICAL HANDYMAN SERVICE - 813-901-8185

Note: Service providers dispatched after hours and on weekends and holiday charge an additional fee for going out during non-business hours.

(This policy is attached to the Propertyware Desktop Documents as "POLICY_After_hours_emergency_vendors_procedure.doc")

MODIFIED JULY 7, 2016 to Remove HVAC issues as an emergency.

Booking Fee Procedure for Seasonal Rentals under 6 months and one day. February 2, 2017

If you lease a home for short term periods, you are expected to charge a booking fee to the tenant in the amount of \$100.00 for each lease.

This fee is shared 50/50 with the company and acts like the tenant set up fee does.

It does not matter if you are using the VRM software or not for your homes.

On the hard copy Seasonal Reservation form, there is a place to include the booking fee. For all new Seasonal Reservations that fee is due.

Cause for Loss of Accounts or Termination of Property Manager:

Property managed accounts may be reassigned to another property manager by the VP of Asset Property Management Division if there is an un-resolvable conflict between Owner and Asset Property Manager or between Tenant and Asset Property Manager if Owner agrees to the change. Commission determinations will be made on a case-by-case basis by the Director of Property Management Services and the Branch Manager.

Grounds for termination of a Property Manager include, but are not limited to:

- Failure to obey Federal, State and Local Laws
- Failure to perform duties expected by Berkshire Hathaway HomeServices Florida Properties Group.
- Excessive customer complaints (Continued and persistent complaints about poor call return)
- Failure to effectively and honestly service the customers & associates of Berkshire Hathaway HomeServices Florida Properties Group.
- Poor production and failure to participate in APM Division events for Education and Networking.
- Failure to enforce applicable fees and commission rates of Berkshire Hathaway HomeServices Florida Properties Group.

Leasing of Associate's Personal Investment Portfolio

Any personally owned Real Estate that is leased by an associate may be handled in one of two ways.

1. Associate may sign a Lease Only contract with the Company and pay a leasing fee to Broker of one half month's rent. For this fee the Associate may use Company Signs, the office phone number in their rental ads, place the unit in MLS and on the BHHS FLPG Rental web site, use the Company tenant screening online, pet screening online and procedure as well as the attorney prepared lease created for the BHHS Florida Properties Group Property Management Division and have available to them the assistance of the Residential Rental Division Director.
2. Associate may lease their personally owned investment property without any contract with the Company or fee to Broker however the following restrictions apply:
 - a. No Company signs may be placed on the property.
 - b. The office phone number may not be used in any advertising.
 - c. The property may not be placed in MLS or on the BHHS FLPG Website
 - d. No Company Rental Forms of any type may be used.

- e. No other Berkshire Hathaway HomeServices Florida Properties Group Associate may show the rental property to prospective tenants.
- f. Associate will disclose to prospective tenants their status as a real estate licensee and that the rental transaction is not connected in any way with the Broker relationship which the Associate has with Berkshire Hathaway HomeServices Florida Properties Group. Associate will keep a file of such signed disclosures and make them available upon request of Broker should any question of Broker liability with regard to a lease arise. (Sample Disclosure attached)

Failure to follow one or more of these options as outlined above, may be grounds for termination.

Division Contacts:

Kathy Gaspari, Vice President of Residential Asset Management Division
kgaspari@bhhsfloridaproperties.net 727- 451-8759

Rental Accounting Department – David Foster PMDEPT@bhhsflpg.com 727-484-6430

New Listing Input Requests and Document Review Send to – NewListings@bhhsfloridaproperties.net

Maintenance Dispatcher – dispatch@bhhsfloridaproperties.net 813-852-6800

Rental Website: RentAHomeWithUs.com General Information – 727-835-3040

Forms on Following Pages:

- Joint Venture Form for Sales Referrals
- Rental Referral Form for Tenants or Landlords
- Current Referral Incentive for New Landlords
- Fee Splits for Asset Property Managers
- Key Sign Out Agreement for self-showings
- Key Box Code Agreement for self-showings



Florida Properties Group
7916 Evolutions Way Suite 210
Trinity, FL 34655

727-835-3040
Rental Division

JOINT VENTURE AGREEMENT

Between Property Managers and Sales Associates

Date of Agreement: _____

SELLER(s) Name: _____

PROPERTY ADDRESS: _____

PROSPECT(s) Name: _____

THIS JOINT VENTURE AGREEMENT PERTAINS EXCLUSIVELY TO:
(CHECK THOSE THAT APPLY)

- ☐ Property above sold to any prospect
- ☐ Seller(s) above for purchase of any property
- ☐ Prospect(s) above for any purchase of property
- ☐ Prospect(s) above for purchase of above Property only
- ☐ Special Agreement (i.e. credit of sale)

As REALTOR ASSOCIATES OF Berkshire Hathaway HomeServices Florida Properties Group
., we jointly and mutually agree to divide the appropriate portion of any commissions paid as a
result of this joint venture as noted below. We further agree that this agreement contains all
relevant terms and conditions, and is not subject to modification or revocation except by mutual
agreement.

Associate's Signature

Branch Office Location

Share %

Branch Manager Signature

Date

Associate's Signature

Branch Office Location

Share %

Branch Manager Signature

Date



Florida Properties Group, CRMC®

SALES AGENT TO ASSET PROPERTY MANAGER
RENTAL REFERRAL AGREEMENT

DATE: _____ Prospect is a **TENANT** ☐ Or **LANDLORD** ☐

Originating Office:

Receiving Asset Manager

Name: _____
Office: _____
Cell Phone: _____
E-Mail: _____

Name: _____
Office: _____
Cell Phone: _____
E-Mail: _____

PROSPECT Name: _____
Address: _____
City: _____ ST: _____ ZIP: _____
E-Mail: _____
Cell Phone: _____ Other Phone: _____

If a Landlord Referral: Address of Rental property:

Contact Instructions: _____

Other Information about Customer's Need: _____

In the event a rental lease results from this referral within a period of 12 months from date of referral agreement, the receiving company agent agrees to pay the originating company agent a referral fee within 30 days after tenant takes occupancy equal to:

- The referral amount offered in MLS for tenant prospects
- Current Company Referral Incentive Program for Landlords – Contact Mreferrals@bhhsfpg.com
Or 20% of the first leasing commission for an Annual Managed account
or 10% of the first leasing commission for a Lease Only or Seasonal Account
- or \$ _____ determined by this agreement

Originating Office

Receiving Office

Date: _____

Date: _____

Associate: _____

Associate: _____

Management: _____

Management: _____



BERKSHIRE HATHAWAY
HomeServices
Florida Properties Group

COULD YOU USE

MAYBE EVEN

\$250? | **\$500?**

Simply Refer A Client to
BHHS Property Management Division

This offer applies to Annual Managed Contracts only.
Email Landlord contact information and
Property Address to: PMreferrals@bhhsflpg.com

EARN

\$250

ON RENTAL UNITS
RENTING FOR
\$1000 OR MORE

EARN

\$500

ON RENTAL UNITS
RENTING FOR
\$3000 OR MORE

EARN

10%

OF ONE MONTH'S
RENT ON RENTALS
LESS THAN \$1000 OR
LEASE ONLY
REFERRALS

Referral fee is paid after the first tenant takes occupancy

PS: you may name your preferred Property Manager in your email
If the owner decides to sell, you will get the opportunity to list.

Rental Fee Split Schedule

<u>SOURCE</u>	<u>DESCRIPTION OF FEE</u>	<u>COMPANY Share</u>	<u>ASSOCIATE Share</u>	<u>CHARGE</u>
OWNER	Owner Set-Up Fee (New Listing) (\$135 with first lease prep fee)	\$ 37.50	\$ 37.50	\$ 75.00
OWNER	Annual Account Maintenance Fee	100%	0%	\$50.00
TENANT	Application Fee	\$ 37.50	\$ 12.50	Per Adult \$ 50.00
TENANT	Pet Application Fee	50%	50%	Per Pet \$50.00
OWNER	Lease Prep Fee Surcharge Owner	\$ 55.00	\$ 5.00	\$ 60.00
OWNER	Lease Renewal Prep Fee Surcharge Owner	\$ 45.00	\$ 5.00	\$ 50.00
TENANT	Tenant Processing Fee New 5/15/2012	100%	Onsite Pros	\$125.00
OWNER	Rental Commission New Lease Varies as either a % or a flat fee One Month	50% 45% 40%	50% 55% 60%	up to 50 occupied units 51 to 75 occupied units 76 + occupied units
OWNER	Rental Commission Renewal Lease Varies as either a % or a flat fee In put as a flat fee to PW Half month	50% 45% 40%	50% 55% 60%	up to 50 occupied units 51 to 75 occupied units 76 + occupied units
OWNER	Property Management Fee Monthly Varies from 6% - 20% 10%	50% 45% 40%	50% 55% 60%	up to 50 occupied units 51 to 75 occupied units 76 + occupied units
TENANT	Late Fees	50%	50%	
OWNER	NSF Fee Tenant / Owner	50%	50%	
TENANT	Reservation Fee Forfeit from tenant 50% to Owner	50%	50%	or Agent split like Mgt.
OWNER	Miscellaneous Admin fee charged by PM	25%	75%	
OWNER	Termination Fee from Owner	50%	50%	or Agent split like mgt
OWNER	Inventory Fee	25%	75%	As billed by RAM
OWNER	Shopping Fee	25%	75%	As billed
OWNER	Trip Fees or Court Visits	25%	75%	
TENANT	SERV.CALL CHARGE- Horton Prop Only	25%	75%	
TENANT	Month to Month Administrative Fee	50%	50%	
BROKER	In-coming Rental Referral Fees minus 6% franchise fee	25%	75%	Handled by PTR side
OWNER	Bonus Corporate Accounts			At Agent leasing split
OWNER	Bonus Personally Listed Accounts	0%	100%	

190,000 non-owner occupied homes and Condos in Pinellas, Pasco and Hillsborough Counties - (125,000 are Single Family homes)
Our Company Average Income per rental home is \$2000 annually (Current Average Rent is \$1295.00 beginning of 2015)

KEY RELEASE AND DEPOSIT FORM

Office Address: _____

Office Phone: _____

I\We the undersigned do hereby acknowledge the following:

1. I\We are hereby checking out the keys to the following property(ies) for the purpose of previewing these properties as prospective tenant(s). I\We are hereby providing a key deposit of \$_____ along with our driver's licenses (to be photo copied). The keys that I\We have checked out belong to the following property:

2. I\We further acknowledge that I\We are checking out these keys for the sole purpose of previewing these properties. Under no circumstances does my\our possession of the keys constitute possession of the above described properties.
3. I\We promise to lock and secure these properties and to return the keys on _____, 20__ by _____ AM/PM, and in any event no later than within 24 hours of checking them out. I\We understand that if we do not return the keys as agreed, that I\We will be responsible for the cost of changing the locks on the above described properties and authorize such cost to be placed on our credit card given below.
4. I\We understand that if we do not desire to rent any of the above referred properties, that our \$_____ key deposit will be returned in full, upon our returning the keys to the properties.

Agreed to this _____ day of _____, 20__.

X _____
(Prospective Tenant)

X _____
(Prospective Tenant)

FOR OFFICE USE ONLY

Received: \$ _____

Name on Credit Card _____

Address for Card Billing _____

Credit Card Type _____ Account number _____

Expiration date: _____ Driver's license Photo Copied: _____

Keys Returned: Date: ____/____/____ Time _____

Return of key deposit: X _____



**BERKSHIRE
HATHAWAY**
HomeServices

Florida Properties Group

KEY CODE ACCESS AND DEPOSIT FORM

Office Address: _____

Office Phone: _____

I\We the undersigned do hereby acknowledge the following:

1. I\We are hereby being given a code to open a lock box on the following property(ies) for the purpose of previewing these properties as prospective tenant(s). I\We are hereby providing my/our driver's license(s) by fax or email attachment. The code for keys that I\We have been given is for the property located at

2. I\We further acknowledge that I\We are being given this key access code for the sole purpose of previewing this property. Under no circumstances does my\our possession of the keys constitute possession of the above described properties.
3. I\We promise to lock and secure these properties and to return the keys to the secure lock box and close the door and change the numbers on the tumbler. I will call the Agent when this is done and report that the property is locked. I\We understand that if we do not return the keys to the box as agreed, that I\We will be responsible for the cost of changing the locks on the above described properties and authorize such cost to be placed on our credit card given below or deducted from any deposit placed with Broker to have access to this code.

Agreed to this _____ day of _____, 20____.

X _____
(Prospective Tenant)

X _____
(Prospective Tenant)

FOR OFFICE USE ONLY

Received: \$_____ or

Name on Credit Card _____

Address for Card Billing _____

Credit Card Type _____ Account number _____

Expiration date: _____ Driver's license Photo Copied: _____

Keys Returned: Date: ____/____/____ Time _____

Return of key deposit: X_____