

## EVICTON PROTECTION PLAN

**EVICTON PROTECTION PLAN ADDENDUM**– ORPM guarantee is that if eviction is necessary ORPM will cover costs of eviction up to \$1500 per rental unit. ORPM has sole discretion as to eviction. This Eviction Service Addendum (hereinafter "Eviction Service") is hereby agreed to, incorporated into and made a part of the Exclusive Rental Management Agreement (hereinafter "Management Agreement") between Orlando Realty & Property Management (hereinafter "Broker") and \_\_\_\_\_ (hereinafter "Owner") for the property located at: \_\_\_\_\_, (hereinafter "Property"); and that this Addendum to the Management Agreement contains the complete and entire agreement of the parties regarding the Eviction Service being provided by Broker.

Notwithstanding and in addition to anything in the Management Agreement, specifically included in the Management Agreement is this Eviction Service pursuant to which Broker agrees that Tenant(s) are obligated by the lease agreement to pay rent amounts as described in lease agreement with said Tenant(s). **In event such Tenant(s) which are procured by Broker and meet qualification criteria established by Broker shall fail to pay such rent amounts, and in the sole and exclusive judgment and at the sole and exclusive discretion of the Broker that Tenant(s) must be evicted from the Property, then Broker shall pay up to a maximum total of one thousand five hundred dollars (\$1500.00) in the aggregate for all notice and appearance fees, attorney fees, and legal costs associated with the eviction of said Tenant(s).** This Eviction Service is limited to and shall apply solely and exclusively to an eviction due to Tenant(s) non-payment of rents and shall not apply to any eviction for any other reason whatsoever. Owner acknowledges and agrees that Broker shall have sole and exclusive discretion in selection of attorney/legal counsel and as to the timing of initiation of eviction litigation. Owner shall fully cooperate in the institution and prosecution of any such litigation associated with eviction of any Tenant(s) and Owner hereby waives any claims against Broker in the event, for any reason, Broker decides not to file such litigation. Owner fully and clearly understands the terms and legal effect of this Addendum and provisions contained herein; and Owner acknowledges and agrees that any costs and expenses not specifically described herein this Eviction Service Addendum or exceeding the limits set herein shall be the Owner's sole responsibility, liability, and obligation. In the event any costs and expenses not covered by this Eviction Service are paid by Broker, then Owner shall promptly and without delay reimburse Broker in full for all such costs and expenses upon the written notification by Broker to Owner. This Eviction Service Addendum must be executed in full by Owner and delivered to Broker prior to Tenant(s) taking possession of Property and shall become effective upon Tenant(s) taking possession of Property. Term of this Eviction Service is limited to one (1) year from beginning date of Tenant(s) lease agreement, or the day prior to beginning date of renewal of Tenant(s) lease agreement, or end of Tenant(s) possession of Property whichever shall occur first. Eviction Service as herein described shall automatically renew (including an annual service fee charge to Owner) on the anniversary of beginning date of Tenant(s) lease agreement unless Owner provides to Broker or Broker provides to Owner notice of non-renewal for Eviction Service by written notice as described and required for notices in the Management Agreement. **For this Eviction Service Owner hereby agrees to pay Broker an annual service fee of ninety six dollars (\$96). The annual service fee shall be due and payable in full to Broker by Owner at beginning of Tenant(s) lease agreement and shall be paid from Tenant's first month rent. For lease agreements longer than 380 days: the fee shall be 26.3 cents per day paid from the Tenant's first month's rent. Upon completion of a lease agreement, if a lease agreement of less than 11 months or a month to month lease agreement is permitted, the fee shall be at 26.3 cents per day charged on a monthly basis.** The service fees associated with Eviction Service are non-refundable; further in the event of Owner termination of Management Agreement, the service fees associated with Eviction Service are non-refundable.

Any recovery by Owner of attorney fees, unpaid rent, damages or other charges or expenses, up to the aggregate of the notice and appearance fees, attorney fees, and legal costs paid by Broker shall be paid to Broker by Owner. The obligations of Broker under this Eviction Service shall be valid only while Management Agreement is in effect and shall cease immediately upon termination of Management Agreement for any reason whatsoever, or upon non-payment of any charges and/or fees by Owner for any reason whatsoever, and in either event Broker shall have no obligation nor liability for payment as described herein above.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date

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