

Initial here: a. That the Tenant has provided written notice to Property Owner terminating the lease.

Initial here: b. That the property is entirely emptied and vacant of all personal property of Tenant, and that the property is ready for the Walkthrough.

7. If property is occupied by PROPERTY OWNER, then Property Owner hereby agrees to allow ORPM-KWR to perform the Walkthrough with Property Owner not present. There is **no exception and no waiver** of this requirement. This will allow ORPM-KWR to perform the Walkthrough without distractions or bias. **Property Owner hereby acknowledges and agrees that there shall be no exception or waiver to this requirement for Property Owner occupied property.**
8. Property Owner hereby agrees that in the event any personal property items remain in property at time of Walkthrough, ORPM-KWR shall not, and shall have no obligation or requirement to, adjust position, relocate, move, or remove any such personal property. Property Owner further agrees to accept Report as may be limited by the presence of any such personal property.
9. Property Owner is solely responsible for, and agrees to provide, electric power and water (hereinafter "utilities") for the property at time of Walkthrough. In the event that utilities are not provided at time of Walkthrough, then Property Owner agrees to accept Report as may be limited by the lack of utilities. Property Owner hereby acknowledges and agrees that ORPM-KWR is not obligated or required to provide lighting or water for the Walkthrough.
10. ORPM-KWR will provide to Property Owner not less than 50 pictures (including interior and exterior) of the property in electronic format. ORPM-KWR will provide completion of "Move In / Move Out Walkthrough Report" (see attached example form). Property Owner agrees and acknowledges that ORPM-KWR will deliver pictures and Report to Property Owner solely and exclusively in electronic format via electronic mail.
11. Property Owner agrees and acknowledges that performance of any services by ORPM-KWR on Walkthrough or Report is contingent upon full payment of \$250.00 fee by Property Owner to ORPM-KWR. **Upon payment, all fees are non-refundable.** Said fee is payable only by the following methods:
 - a. Cashier's Check made payable to "Keller Williams Realty" delivered to ORPM-KWR office (see address below) via U.S. Mail or hand delivery.
 - b. PayPal/credit card payment through ORPM-KWR website (www.407rentals.com) [Note: a small additional fee for using a credit card may apply. Please see website for full details before making payment.]
 - c. **Personal checks and/or money orders will not be accepted.**
12. Property Owner agrees and acknowledges that if ORPM-KWR cannot perform the Walkthrough, at no fault of ORPM-KWR (i.e. – No/incorrect keys, utilities are not on, ORPM-KWR is unable to enter a gated subdivision), a fee of \$45.00 shall be charged and must be paid to ORPM-KWR prior to ORPM-KWR again attempting to perform the Walkthrough.
13. **Purpose:** ORPM-KWR agrees to perform a limited visual survey of the readily accessible areas of the major systems of the above-referenced property and to provide a written report CONCERNING THE CONDITIONS AT THE TIME OF THE PROPERTY REVIEW ONLY. Property Owner hereby acknowledges and agrees that the Reviewer shall examine the property through visual means and normal user controls, without the use of specialized instruments, equipment, or mathematical sciences. ORPM-KWR shall NOT be required to move furniture, appliances, storage items or any other items for the purposes of this inspection. Major systems to be reviewed include only those items described in writing in the Report, an example of which Property Owner acknowledges having received prior to entering into this agreement. Detached structures are excluded. ORPM-KWR reserves the right to modify and update the Report within 72 hours of the Review. The Walkthrough and Report provided is the Reviewer's opinion and conclusions of readily observable fact only, and the statement of condition contained therein is not to be construed as definitive nor as a warranty.
14. **Disclaimer and Disclosure:** Property Owner is hereby employing Orlando Realty and Property Management of Keller Williams Realty (hereinafter ORPM-KWR) solely to perform a MOVE-IN or MOVE-OUT Walkthrough of the property and to prepare and deliver to Property Owner a MOVE-IN or MOVE-OUT Walkthrough Report (hereinafter "Report"). Property Owner and ORPM-KWR hereby mutually acknowledge and agree that this agreement does not create any express or implied obligation for management of the property, performance of maintenance or repair, collecting rent, or assisting in the eviction of the tenant. **Property Owner and ORPM-KWR herein mutually agree that KW-ORPM services under this agreement are limited to only review and reporting on the apparent condition of the property.** Report on property is based only and entirely on the readily apparent visual condition of property and is not

a professional inspection or analysis of the property condition; further ORPM-KWR does not provide any express or implied warranty or guarantee of the property condition or any of the property components condition. Property Owner hereby holds harmless and indemnifies ORPM-KWR from any loss or damage arising from or associated with the Walkthrough and/or the Report. ORPM-KWR hereby advises Property Owner, and Property Owner hereby acknowledges and agrees, that the services described in this agreement do not involve, and are not associated with, marketing, advertising, renting, or leasing of property nor the services of real estate as described in FS 475.

- 15. **Walkthrough and Report Limitations and Exclusions:** Items and conditions which ARE NOT within the scope of the Walkthrough and Report shall include, but not be limited to, the following: lead paint, formaldehyde, pesticides, treated lumber, mercury, carbon monoxide, asbestos, radon gas, toxic or flammable materials, molds, fungi, other environmental hazards, security and fire protections systems, pest infestations, fuel storage and delivery, water softener, telephone, intercom, or cable TV systems, antennae, lightning arrestors, playground equipment, recreational equipment, functional efficiency of insulation, underground or internal drainage systems or non-visible plumbing or utilities, systems which are shut down, not readily accessible or otherwise secured, sewer systems or waste disposal systems, water quality, water wells, water supply, solar heating systems and heating system accessories, retaining walls, driveways, or sidewalks. The Walkthrough and Report is not a zoning ordinance or local building code compliance or design verification inspection or evaluation. Any general comments about any of the aforesaid systems, items, and conditions, even if placed in the remark section of the written report, are informal only and DO NOT represent an inspection or evaluation.

- 16. **No Warranty:** Walkthrough and Report is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

By signing below Property Owner agrees to all items, terms, conditions, and requirements as are described above. Upon payment, all fees are non-refundable.

X _____
Property Owner

Date

X _____
Property Owner

Date

X _____
Orlando Realty and Property Management of Keller Williams Realty

Date



ORLANDO REALTY & PROPERTY MANAGEMENT

By Keller Williams Realty at the Parks

Tenant Waiver for Property Review

Undersigned Tenant(s) hereby agree to allow Orlando Realty and Property Management at Keller Williams Realty full and unrestricted access solely for purposes of conducting a review of property located at:

and further agree and acknowledge that review of property will be conducted exclusively by Orlando Realty and Property Management at Keller Williams Realty in the absence of the Tenant(s). Undersigned Tenant(s) hereby acknowledge that there will be no personal property items of Tenant(s) in property, and in the event that any personal property items of Tenant(s) are in property then Tenant(s) hereby waive all rights for any claim for loss, damages, or missing items that may arise or occur during review of property and hold harmless Orlando Realty and Property Management at Keller Williams Realty for any loss, damages, or missing items.

PRINT Tenant Name

Tenant SIGNATURE Date

PRINT Tenant Name

Tenant SIGNATURE Date

PRINT Tenant Name

Tenant SIGNATURE Date

PRINT Tenant Name

Tenant SIGNATURE Date