

STAFF REPORT

DATE: March 25, 2014

RE: 2211 Flagler Avenue (permit application #6805)

FROM: Karen DeMaria, Urban Forestry Manager,
City of Key West

An application was received for the removal of **(1) Strangler Fig tree**. A site inspection was done on March 25, 2014 and documented the following:

Tree Species: Strangler Fig (*Ficus aurea*)



Diameter: 42"

Location: 40% (issues with roots and foundation of shed and deck.
Potential issues with roots and house foundation.)

Species: 100% (on protected tree list)

Condition: 60% (fair-old cuts in canopy, aerial roots have been cut)

Total Average Value = 66 %

Value x Diameter = **27 replacement caliper inches**









March 31, 2014: At this time, a recommendation is not being made until further information has been received from the property owner (see copy of e-mail).



Karen DeMaria <kdemaria@keywestcity.com>

2211 Flagler Ave Tree Removal application

Karen DeMaria <kdemaria@keywestcity.com>

Tue, Mar 25, 2014 at 5:10 PM

To: ssaraceni@aol.com

Cc: robin@athomeinkeywest.com

Sue:

I am processing your application for the removal of the large fig tree in the back yard. I noticed an e-mail in the package that I would like to correct the comments of and I need some additional information.

In your e-mail to Robin you stated that I observed the tree's roots system encroaching on the home's foundation. I am sure I did not say that because I could not see the roots encroaching on the house foundation because there is a deck in the way. I think what I said was that it is probable that the roots maybe impacting the foundation of the decking and that you need to have someone look at the deck and possibly pull boards up in order to see if the roots have migrated toward the house. Also, root trimming is a possible temporary solution depending on which way the primary structural roots are growing. Again, it all depends on what is under that existing deck.

The e-mail included comments from Bruce Truesdell. Most of his comments were regarding safety issues from mold and berries which are not reasons to cut down a tree. He does make a comment regarding the roots seeking moisture under the house. It would be nice to have an extended comment from him saying that based on his observation/experience, the roots are, will, or will not be a problem and why.

Whenever people claim a root issue to the foundation, the Tree Commission likes to see that there is an actual issue. Right now, I do not see an actual issue with the root system impacting the house because there is a deck covering the roots. Have you had issues with any plumbing in the rear? Is the house's foundation a poured concrete slab on the ground? Information such as this will be very helpful in properly evaluating the tree and the application.

Presently, the application is set to be heard by the Tree Commission on April 8. Any additional information you can supply must be submitted to be by April 4.

Sincerely,

Karen

Karen DeMaria

Urban Forestry Manager

Certified Arborist

City of Key West

305-809-3768



JO Bennett <jbennett@keywestcity.com>

Fwd: 2211 Flagler Avenue Tree Removal Application

Karen DeMaria <kdemaria@keywestcity.com>

Thu, Apr 3, 2014 at 9:20 AM

To: JO Bennett <jbennett@keywestcity.com>

----- Forwarded message -----

From: <SSaraceni@aol.com>

Date: Wed, Apr 2, 2014 at 9:58 PM

Subject: 2211 Flagler Avenue Tree Removal Application

To: kdemaria@keywestcity.comCc: robin@athomeinkeywest.com, propertymgr@athomekeywest.com

In a message dated 4/2/2014 9:55:49 P.M. Eastern Daylight Time, SSaraceni@aol.com writes:

Hi Karen,

In response to your email last week, Bruce Truesdell returned to my property at 2211 Flagler Avenue with Tricia King from At Home in Key West. Bruce's response to your questions are in the email below. I believe that he has addressed the issues of the root system impacting the house as well as the instability of the root system to the back of the tree. He has also explained the issues with the house's foundation.

You also questioned whether or not there have been any plumbing issues in the rear in the past. A plumber did make repairs on 1/28/2011 and 3/24/11 as requested by the property manager, At Home in Key West.

I sincerely appreciate your assistance in this matter. Given the impending deadline for next week's meeting, please feel free to call me directly at [302-542-4137](tel:302-542-4137) if you have any additional questions or would like further clarification before the meeting.

Thank you.

Sincerely,
Sue Saraceni

In a message dated 4/1/2014 6:36:40 P.M. Eastern Daylight Time, truesdellconstruction@gmail.com writes:

Susan, on 3/31/14 I returned to your property on 2211 Flagler to evaluate the root structure of the encroaching Strangler Fig tree which is ten feet from the back of your house. By simple observation I could see a large root structure encompassing the trunk of the tree with minimum diameter roots of one foot. Visible damage at this point is confined to the shed's foundation. The roots are lifting it up. Directly to the back of the tree, less than ten feet away is a picket fence which on the other side appears to be an easement in which the ground has been graded away severing all roots on the back half of the tree. Root structures of Fig trees have been known to travel more than 30' from the center of the tree which provide the tree its stability. On further investigation I pulled back the pearock and plastic and dug down between the deck and the nearest root. Two foot away from the deck and five foot from the house the root which is better than a foot in diameter went into the ground and straight under the deck towards the house. The house has a poured footing but is not enough to stop the roots. The roots probably have found

their way underneath the footings and has started to lift them. With continued growth the roots will lift the foundation cracking and weakening the walls. As of now there is no visible cracking on the walls due to a weakened foundation. If you were to say that the foundation would stop the roots then what you have is a huge tree standing with better than a third of the root structure cut off in the back and another third in the front where the root structure has been compromised/restricted by the house foundation. I question the ability of the tree to withstand strong winds. Hopefully when it falls property damage will be minimal and no one will be hurt. Lastly by the name 'Strangler Fig' the tree's root structure encompasses other trees or objects and squeezes them. The concern here is with underground plumbing/drains. A history of plugging drains would be a good indicator that the tree's roots have found the pipes, lifting them so the pipes don't properly drain.

respectfully,
Bruce Truesdell

--

Karen DeMaria

Urban Forestry Manager

Certified Arborist

City of Key West

[305-809-3768](tel:305-809-3768)

STAFF REPORT 2

DATE: April 4, 2014

RE: 2211 Flagler Ave (application #6805)

FROM: Karen DeMaria, Urban Forestry Manager, City of Key West

I have reviewed additional information received from the property owner via e-mail. The property owner asked a contractor, Bruce Truesdell (Truesdell Construction) to respond to my comments regarding the root system of the tree and its impact to the existing home.

RECOMMENDATION: Recommend approval of the removal of (1) Strangler Fig located at 2211 Flagler Avenue to be replaced with 27 caliper inches of FL#1 native dicot or fruit trees.

Application

2
11am
Tues



6805

Tree Permit Application

Date: March 13, 2014

Please Clearly Print All Information unless indicated otherwise.

Tree Address 2211 Flagler Avenue, Key West
Cross/Corner Street 5th Street
List Tree Name(s) and Quantity Strangler Fig
Species Type(s) check all that apply () Palm () Flowering () Fruit (x) Shade () Unsure
Reason(s) for Application:

(x) **REMOVE** () Tree Health (x) Safety (x) Other/Explain below
() **TRANSPLANT** () New Location () Same Property () Other/Explain below
() **HEAVY MAINTENANCE** () Branch Removal () Crown Cleaning/Thinning () Crown Reduction

Other/Explain roots interfering w/ structure
↓ health of tree

Reason for Request to plant something more suitable for area,
size, safety, etc.

Property Owner Name Susan Saraceni
Property Owner eMail Address ssaraceni@aol.com
Property Owner Mailing Address 295 E. Swedesford Rd., #105
Property Owner Mailing City Wayne **State** PA **Zip** 19087
Property Owner Phone Number (302) 542-4137
Property Owner Signature [Signature] - AGENT FOR OWNER
EVAN MINTER - AT HOME IN KEY WEST, INC.

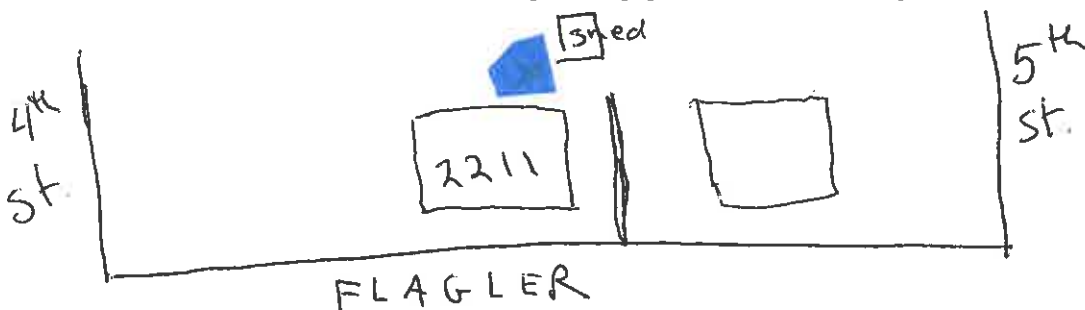
Representative Name Jarzan Tree Care
Representative eMail Address janes.junglework@gmail.com
Representative Mailing Address 22916 Bluegill Lane
Representative Mailing City Cudjoe Key **State** FL **Zip** 33042
Representative Phone Number (305) 304-9303

NOTE: A Tree Representation Authorization form must accompany this application if someone other than the owner will be representing the owner at a Tree Commission meeting or picking up an issued Tree Permit.

Tree Representation Authorization form attached ()

<<<<< Sketch location of tree in this area including cross/corner Street >>>>>

Please identify tree(s) with colored tape



If this process requires blocking of a City right-of-way, a separate ROW Permit is required. Please contact 305-809-3740.



Tree Representation Authorization

Date: March 13, 2014

Attendance at the Tree Commission meeting on the date when your request will be discussed is necessary in order to expedite the resolution of your application. This Tree Representation Authorization form must accompany the application if the property owner is unable to attend or will have someone else pick up the Tree Permit once issued.

Please Clearly Print All Information unless indicated otherwise.

Tree Address 2211 Flagler Avenue, Key West

Property Owner Name Susan Saraceni

Property Owner eMail Address Ssaraceni@aol.com

Property Owner Mailing Address 295 E. Swedesford Rd., #105

Property Owner Mailing City Wayne State PA Zip 19087

Property Owner Phone Number (302) 542-4137

Property Owner Signature [Signature] AGENT FOR OWNER
AT HOME IN KEY WEST, INC

Representative Name Tarzan Tree Care

Representative eMail Address janesjunglework@gmail.com

Representative Mailing Address 229 No Bluegill Lane

Representative Mailing City Cudjoe Key State FL Zip 33042

Representative Phone Number (305) 304-19303

I SUSAN SARACENI, hereby authorize the above listed agent(s) to represent me in the matter of obtaining a Tree Permit from the City of Key West for my property at the tree address above listed. You may contact me at the telephone listed above if there is any questions or need access to my property.

Property Owner Signature [Signature] ROBIN VAN MATER - AGENT FOR OWNER
AT HOME IN KEY WEST, INC; SUE SARACENI

The foregoing instrument was acknowledged before me on this 13 day March 2014.

By (Print name of Affiant) ROBIN VAN MATER who is personally known to me or has produced personally known as identification and who did take an oath.

NOTARY PUBLIC

Sign Name: Gale Killian

Print Name: Gale Killian

My Commission Expires: 5-19-15

Notary Public - State of Florida (seal)





March 13, 2014

Karen DeMaria
Urban Forestry Manager
City of Key West

RE: 2211 Flagler Avenue – Strangler Fig

Dear Karen:

For access to the Strangler Fig which is located in the back yard at 2211 Flagler Avenue, please contact either Robin Van Mater or me in advance. There are tenants currently residing at the property and we need to give them notice in advance of anyone accessing the property.

Thank you.

Tricia King
Property Manager

From: Susan Saraceni <ssaraceni@aol.com>
Sent: Sunday, March 09, 2014 6:45 PM
To: <propertymgr@athomekeywest.com>; <robin@athomeinkeywest.com>
Subject: Fwd: Home maintenance

Robin,

As you are aware, Karen noted from our November meeting with her at 2211 Flagler Avenue, that she observed the tree's root system encroaching on the home's foundation. She further stated that by cutting off the root system growing towards the house would only exacerbate the tree's weakness since it is the primary root system that is growing into the home's foundation.

I reattached Bruce Truesdell's email regarding the damage caused by the tree.

As soon as we hear back from Tarzan I would like to proceed as quick as possible regarding the permitting.

Thank you,
Sue

-----Original Message-----

From: SSaraceni <SSaraceni@aol.com>
To: robin <robin@athomeinkeywest.com>
Cc: truesdellconstruction <truesdellconstruction@gmail.com>; ssaraceni <ssaraceni@aol.com>
Sent: Tue, Oct 22, 2013 6:24 am
Subject: Re: Home maintenance

In a message dated 10/19/2013 1:21:23 P.M. Eastern Daylight Time, truesdellconstruction@gmail.com writes:

Susan, Robin, my recent property maintenance review revealed the following conditions at your property located at 2211 Flagler;

As you are aware there is a severe problem outside the house door leading to the rear deck. Mold is growing on the entire deck and also continues up the back house wall. This problem is exacerbated by the shade and debris dropped from the ficus tree which overhangs the back of the house. The leaves, berries and twigs dropped from the tree act as a dam on the house flat roof holding water and only slowly letting it seep to the deck below. This along with the tree shade never let the deck dry and creates a perfect condition for mold growth which is a severe slip hazard and also has the potential to cause respiratory problems with the house residents if the mold penetrates to the inside living environment. Both the slip hazard and air quality are liabilities.

In addition, tree debris/moisture sitting on the roof will drastically shorten the useful life of the roofing material. The sprawling root structure of the tree is seeking moisture under your house and can damage your and their foundation and in ground plumbing."

Please contact me if I may be of further assistance,
Bruce Truesdell
Truesdell Construction LLC
CBC1256902

SCANNED

**AT HOME IN KEY WEST, INC.
EXCLUSIVE LONG TERM RENTAL MANAGEMENT AGREEMENT**

PARTIES: This agreement between **SUSAN SARASENI**, the sole owner or legally appointed representative of the premises, hereafter called OWNER and AT HOME IN KEY WEST, INC., hereafter called the BROKER / MANAGER / AGENT. At Home in Key West, Inc. is an agent of and employed by the property owner of record and represents the interest of the property owner. Whereby the OWNER appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to rent, lease, operate, control and manage the following property:

EXCLUSIVE RIGHT TO LEASE AND MANAGE: 2211 FLAGLER AVENUE, KEY WEST FLORIDA 33040.

The Owner hereby employs the Manager exclusively, giving Manager the exclusive right to Lease and Manage under the terms and conditions of this agreement. It is understood that Manager is the sole procuring cause of any lease, written or oral that may be negotiated during this agreement.

TERM: This agreement is entered into by the parties hereto for not less than twelve (12) months and automatically renews for (up to ten) twelve (12) month periods on each yearly anniversary date. Either party may cancel this agreement on its anniversary date by giving the other written notice to terminate this agreement at least 60 days prior to each said anniversary date. However, if upon receipt of cancellation notice from owner the property is occupied with renters then the term of this agreement shall extend to run concurrent with the term of the tenants possession in the property and shall not expire until property is next vacant. Owner may opt to cancel this agreement at any time by giving a 60 day written notice any paying a cancellation fee equal to one months rent, and all Manager's un-reimbursed costs and expenses including third party vendors and attorneys' fee, if any.

If during the term of this agreement Owner decides to sell the property and the tenant is forced to leave the property prior to the agreed upon expiration of the lease, Owner acknowledges that Owner is obligated to Manager for the commission for the entirety of the lease. This commission is to be paid at or prior to closing of any sale and may be deemed a lien on the property.

MANAGEMENT COMPENSATION: In consideration of the services to be rendered by the Manager, the Owner agrees to pay the Manager any and all of the following forms of compensation as may be applicable:

- **FOR MANAGEMENT:** ~~Fifteen percent (15%)~~ TEN PERCENT (10%) of gross rentals due during occupancy each month. The full monthly fee shall be accessed during any month that a tenant remains in full or partial occupancy, whether or not the tenant pays the rent due.
- **FOR LEASING AND LEASE RENEWAL:** Owner agrees to pay a leasing fee each time the property is leased of \$250.00. IF the tenant(s) renew the lease or remain for any additional terms or time periods after the initial term the fee shall be \$175.00.
- **OWNER SUPPLIED TENANT:** If the Owner provides a tenant to Manager for qualification and subsequent lease the leasing fee paid to Manager shall be \$100.00.
- **ANNUAL PROPERTY CONDITION REVIEW:** Owner shall pay \$150.00 for an annual property condition review, report which includes photographs of the property and written review by the property manager and recommendations to preserve value.
- **FOR SALE TO TENANT:** If a sale or exchange of the managed property is effected to the tenant who occupies the property during the term of this agreement, or anyone acting on the tenant's behalf, Broker shall be considered the procuring cause of such sale and Broker shall be paid a commission of three percent (3%) of the gross sales price or valuation upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement.

MANAGEMENT AUTHORITY: The Owner expressly grants to the Manager herein the following authority:

1. Full management and control of said property with authority to collect all rent and other monies and securities from tenant in property and issue receipts. The owner shall be responsible for and shall reimburse, or pay in advance as requested by manager, all third party (vendor or repairman) expenses incurred or to be incurred by manager pursuant to this agreement.
2. To prepare and negotiate new leases, renewals and terminations of existing leases as deemed appropriate by Manager. Manager is authorized, for and on behalf of Owner, to execute leases and lease renewals.
3. To provide for any and all negotiating and contractual arrangement (in the name of the Owner) by the Manager's maintenance division or independent contractors for any and all repair services deemed necessary by the Owner and/or the Manager, and to pay the Manager's maintenance division or independent contractors for these services, repairs and improvement from Owner's funds. On each improvement and repair item that exceeds \$300.00 (except emergency repairs). Owner's approval shall be obtained first. Owner agrees that in the event repairs are necessary and Manager performs repairs, Owner will be charged coordination fee on all materials purchased for the repair plus labor. If repair is deemed beyond scope of routine maintenance, Manager will hire appropriate professional and an administrative fee will be included in billing. Manager will arrange for all repairs, inspections, maintenance and cleanings, unless Owner has someone else that Owner has selected, and Owner makes arrangements with the third

  Initial

party directly. Owner agrees that they shall pay third party direct and shall indemnify and hold Manager harmless for payment and work or repair of same.

4. To advertise the premises when vacant at the expense of the Owner, but Owner shall have the right to limit advertising expenditures at any time provided that Owner reduces or discontinues advertising by written request. Owner agrees that Manager may, at Manager's sole discretion, install a "For Rent" sign on the property.
5. To serve legal notices upon tenant and to prosecute in the name of the Owner, or in the name of the Manager, and at the Owner's expense legal actions to evict tenants, recover rents and terminate tenancies, employing for these purposes a reputable attorney. Such attorney shall be deemed to be the attorney of Manager and Owner hereby specifically agrees that Manager may use said attorney as Manager's attorney in any dispute between Owner and Manager. Owner acknowledges and agrees that any communication between Owner and attorney shall not be deemed to be an attorney / client communication in any action between the Owner and Manager. Owner further authorizes the Manager to compromise and settle claims on the Owner's behalf as may be necessary in the Manager's judgment.
6. The Owner agrees that Manager, without accounting to Owner, may collect as additional management fees, late fees, accrued interest, nonnegotiable check fees, application fees, vendor discounts (for early payment to repair / maintenance vendors) and administrative fees paid by tenant to manager and that these fees are the property of the Manager to offset the Agent's expenses in enforcing the respective lease provisions. First funds collected from tenant each month shall be applied toward late fees; legal fees, court cost, NSF fees, and lastly to rent.
7. Interest received on the Manager's Trust Account, (if any) shall belong to the Manager to assist in offsetting the expenses of maintaining the trust account. Owner agrees that manager may require releases from all parties in the event of a controversy before dispersing trust funds.
8. Broker is given the right to spend in the amount not to exceed \$300.00 in any one month to purchase items, cleaning, make repairs, and pay out of for same out of OWNER'S funds. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the BROKER deems an emergency and or necessary in BROKER'S sole judgment for the safety of the tenant(s) or the welfare of the property, BROKER has the authority to institute repairs, even if over the aforementioned limit. In order to maintain Repair Account, OWNER will provide BROKER with \$300.00 and if this account falls below \$300.00, BROKER may replenish it from the rents received.

MANAGEMENT RESPONSIBILITIES: Manager will use its best efforts to lease the property. Manager will present all offers for Owner's consideration. The Manager agrees to accept the following responsibilities:

1. To use diligence in the management of the premises for the period and upon the terms provided, and agrees to furnish the services of At Home In Key West, Inc. for the renting, leasing, operating and managing of the herein described premises. However Manager does not guarantee the payment of rentals by the tenant but will make every reasonable effort to collect same when and as they become due. Owner hereby authorizes Manager to employ collection agencies to assist in the collection of any outstanding tenant debt due.
2. To render monthly statements and to remit to Owner expenses and receipts less disbursement. In the event disbursement shall be in excess of the rents that are collected by the Manager, the Owner hereby agrees to pay such excess promptly upon demand of the Manager. In the event the Owner, after having been given 14 days notice of monies advanced by Manager to third party, fails to reimburse the Broker for said monies, Manager shall, at his sole discretion, charge twelve percent interest (12%) per annum calculated monthly on said unpaid balance, as well as have the right to apply any Owner's monies to pay said advancements and/or pursue any legal and equitable remedies available under this agreement. In the event of a breach of this agreement on the part of the Owner, the Manager may accelerate all fees due through the balance of the agreement. Owner assigns to Manager all rents on the subject property as security for the obligations described herein. Said agreement shall become absolute upon default of the Owner. If mortgage company files a foreclosure action due to non-payment of mortgage, then Manager shall (1) be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected and (2) freeze all Owners' funds on account for the express purpose of negotiating and settling any claim the rental tenants may have (if any) during their statute of limitations as a result of the property going into foreclosure.
3. The Owner represents and warrants to Manager that they are the sole Owners of fee simple title to the property or is fully authorized to enter into this agreement as a binding enforceable agreement of the Owner's property. Owner has full right, power and authority to engage and appoint the Manager for the purposes and consideration set forth and to enter into this agreement Owner represents that the property is not currently subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, nor any other contractual obligation which would conflict with, preclude, or prohibit Manager from discharging its duties described herein. Owner has no knowledge of any environmental hazards related to property and agrees that if any environmental hazards arise that the Owner takes full responsibility of any cost in removing such hazards.
4. Manager assumes no responsibility for services other than agreed to unless specified in the terms of this agreement or in writing at a later date. Manager may assess an hourly fee for special services not specified in this agreement.
5. To deposit all receipts collected for Owner (less any sums properly deducted or otherwise provided herein) in a Trust Account separate from Manager's personal account. However, Manager will not be held liable in the event of bankruptcy or failure of a depository and shall not be liable for bad checks or money not collected. Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Manager's bank.
6. Provide for authorized individuals to inspect the property as deemed necessary by Manager and to provide security deposit evaluations at the expiration of a tenancy.

PROPERTY REQUIREMENTS: OWNER hereby authorizes BROKER to act on their behalf in the inspection and installation of said items per City, County and State guidelines.

- OWNER agrees that BROKER has authorization to install, replace or upgrade Fire equipment as is necessary at OWNERS expense. Other Fire equipment may be necessary for buildings with multiple units.
- Owner is responsible for providing Broker with all information regarding radon, lead based paint, asbestos, mold or any other potentially hazardous substance or material on the premises. Owner agrees to comply with all current laws or regulations regarding same.
- Owner warrants that the electrical, plumbing, heating and air conditioning and any other mechanical systems and related equipment including kitchen and laundry appliances included as part of the leased premises, shall be in good operating condition at time of tenant's occupancy.

CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the Owner shall be responsible for providing Manager with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and Owner agrees to indemnify Manager for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the Owner, Owner agrees that Manager is in no way liable for the payment of any fees, fines, or assessments.

KEYS, FURNISHINGS AND WARRANTIES: If furnished, the OWNER shall deliver a copy of the furnishings inventory or, pay the BROKER \$100.00 to provide same. OWNER is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contract are received at the time this agreement is executed, BROKER shall assume none exist. OWNER will provide four (4) full sets of keys plus two (2) mail keys to the BROKER and one pool key, if applicable. All replacement keys to be at OWNERS expense. For security reasons, locks on property are changed, at Owner's expense, between tenants.

HURRICANES, TROPICAL STORMS, and ACTS OF GOD: BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of God unless agreed to in writing between Manager and Owner.

HOLD HARMLESS AND INDEMNITY-HOMEOWNERS POLICY AND INSURANCE POLICY: The Owner further agrees to save the Manager, it's agents, independent contractors and employees harmless from all damage suits or claims in connection with the management of said property, except in the case of gross negligence or illegal act by the Manager, and from all liability for injuries to person or property suffered or sustained by any person whomsoever, and to carry at Owner's expense public liability insurance (homeowner's insurance) in sufficient amounts to protect the interest of parties hereto, which policies shall so be written to protect the Manager in the same manner and to the same extent as the Owner. Owner shall have liability insurance of not less than \$100,000 /\$300,000 per occurrence and manager shall be designated on said policy as an additional insured. Owner agrees to indemnify Manager for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage. In addition to, if the Owner chooses to use At Home In Key West to coordinate, inspect, arrange bids, etc, for insurance claims, Owner agrees to compensate the Manager at a ten percent (10%) of the total claim for supervision of any and all insurance claims involving the subject property.

ATTORNEY FEES: The Owner and the Manager do hereby agree that in the event legal procedures are necessary to ensure the provision of this agreement that the prevailing party shall be entitled to recover or receive an award for their reasonable legal fees. In the event Manager successfully defends any action (including, but not limited to the Courts, the Board of realtors, the Better Business Bureau, mediation or any administrative state agency) arising out of this transaction brought by other, including Owner, Manager shall be reimbursed their attorneys fees and Court costs and for their time spent in defending such an action by Owner.

WAIVER OF JURY TRIAL: The parties hereby waive their right to a jury trial in any issue arising from the subject matter of the agreement regardless of whether or not the cause of action is a tort or contract action. The parties specifically agree that all issues arising out of their relationship shall be resolved by a Judge sitting without jury.

NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by Owner to Manager, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

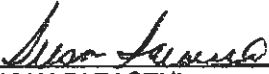
FACSIMILE SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND SUCH FACSIMILES SHALL BE BINDING AS IF ORIGINALS.

 _____ Initial

IMPORTANT NOTICE

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant's racial, religious, handicap, sex, national origin or familial status. **FEDERAL AND STATE LAWS** prohibit us from placing any such restrictions on the properties we handle for rent.

ACKNOWLEDGEMENT, RECEIPT OF DOCUMENTS AND PROPERTY OWNER'S HANDBOOK: This agreement shall become binding upon the heirs, successors and assigns of the parties hereto. Owner hereby acknowledges that they have read and signed this agreement. Because it is not typical to place all of Managers policies and methods of leasing and management within the body of this agreement, Manager has created a "Property Owner's Handbook" outlining Manager's methodology, policies and practices. Owner hereby acknowledges that they have received, read, understand and agree to Manager's methods and policies as outlined in the property owner's handbook. Manager reserves the right to change, modify, expand or delete any or the property owner's entire handbook at any time and without notice.


SUSAN SARACENI
Date 12/4/10


Broker
Date 12/07/10



 Initial