



RIGHT TO LEASE AGREEMENT – TENANT PLACEMENT ONLY

This Agreement ("Agreement") is entered into this day ____ of _____, 20____, between _____ ("Broker") and _____ ("Owner")

who agree as follows: Broker shall have the RIGHT TO LEASE the real property described below, including any personal property left on site ("collectively, "Property") located at:

City: _____ County: _____ State: Florida Zip: _____

Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.

Property listed for Sale: No ____ Yes ____; Name of listing Broker _____

1. LEASE TERMS: Owner authorizes and agrees that Broker may offer the Property for lease at the following rates and terms: Owner accepts a maximum lease term of _____ (12, if left blank) months and a minimum term of _____ (7, if left blank) months at a rent range of \$ _____ to \$ _____ per month. Except as otherwise provided in any lease, Owner requires and agrees to accept a security deposit in the amount of one month's rent prior to tenant's occupancy. Owner acknowledges and agrees that Broker, as escrow agent, may temporarily deposit the escrow funds in a non-interest bearing account with a financial institution chosen by Broker. The deposit check will be mailed to the owner upon the tenant occupying the property.

2. LEASE COMPENSATION: The fee to Broker shall be one month's rent. Broker shall earn the fee stated herein upon procuring a ready, willing, and able tenant and shall be payable to Broker in full upon the earlier of: (i) the date on which all funds due prior to move-in under the applicable lease have been collected; (ii) the tenant's lease term has begun; (iii) Owner's termination of this Agreement; or (iv) Owner's default under the lease or this Agreement. A subsequent breach or failure to perform by tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Broker does not guarantee any tenant's performance under any lease.

Owner's Initials _____

Broker's Initials _____

3. LOCK BOX AND KEYS: Owner approves the use of a lock box system to show and access the Property. Upon execution of this Agreement, Owner will provide a minimum of 3 sets of keys for each door lock, plus security and pool keys, mailbox keys, garage door openers, gate cards and security passes, if any. Owner authorizes Broker to deliver the key to the Property to any cooperating real estate broker or salesperson for the purpose of showing the Property. If a lock box is approved on the Property, Owner is advised to secure or remove valuables. Owner agrees that the lock box is for the Owner's benefit and hereby releases Broker and persons working through Broker from all liability and responsibility in connection with any loss that occurs. Owner agrees to hold Broker harmless from any liability which may arise from damage, theft, negligence or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein. If Property is tenant occupied, Tenant must also give written approval before a lock box is used.

4. EFFECTIVE DATE: This Agreement shall become effective on the date last signed or initialed.

5. TERM OF AGREEMENT: Owner hereby grants to Broker the Exclusive Right to Lease the Property for a term of 0 months (6 months if blank) from the Effective Date of the Agreement. Owner and Broker shall have the right to immediately terminate this Agreement without cause, upon written notice, at any time. Such termination shall not in any way eliminate or otherwise affect Owner's obligation to pay any amounts due Broker under this Agreement.

6. AUTHORITY TO LEASE: Owner agrees to promptly refer to Broker all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases and lease renewals and agrees to accept a lease that satisfies the Broker's criteria. Tenant may not take possession of the Property until a fully executed lease has been delivered to Broker. In the event that a prospective tenant places a deposit with Broker and Tenant fails to execute a lease or take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to Broker. Broker retains the full right to make any decisions on the return or retention of the deposit if the applicant demands the deposit return and there is a dispute. Owner acknowledges that by entering into this Agreement, Broker does not guarantee that the Property will be leased. Broker will use its best efforts to obtain a tenant. Owner certifies and represents that Owner has the legal authority and capacity to lease the property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.

7. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to lease the Property. Owner authorizes Broker to: (a) advertise the Property as it deems advisable, in its sole discretion, in newspapers, publications, computer networks, and other media, (b) place appropriate transaction signs on the Property and remove all other such signs

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Broker's Initials _____

including Owner's sign(s) during the term of this Agreement; and (c) place the Property in a multiple listing service ("MLS") (if available). Such advertising may be general in nature and may not specifically describe the Property. The Broker is responsible for the execution of the lease, collecting the security deposit and collecting the first month's rent. Owner agrees that all responsibility of the Broker shall end with the signing of the aforementioned lease agreement, and the Owner hereby indemnifies and holds harmless the Broker from any claims or costs incurred by the Broker in defending against any claims arising from any lease entered into pursuant to this agreement.

8. SECURITY DEPOSIT AND ADVANCE RENT: All security deposits and advance rent must be held by Owner in a Florida banking institution and in accordance with Chapter 83.49(3), Florida Statutes. Owner shall have full responsibility to collect rents, deposit and hold funds received on behalf of tenant as required by Chapter 83.49(3), Florida Statutes and disburse the security deposit to the tenant in accordance with Florida Law. It is recommended that as an Owner/Landlord that you should obtain and review a complete copy of the Florida Landlord and Tenant Act (Florida Statutes 83, Part II), which pertains to Florida Law regarding residential tenancies. Owner shall indemnify Broker in the event Tenant sues Broker over a dispute concerning Owner's disposition of the security deposit or advance rent. The security deposit collected from the Tenant shall be made payable to and turned over to the Owner, thereby, releasing the Broker from all liability for the return of security deposit upon termination of the lease. Owner agrees that all responsibilities of the Broker shall end with the execution of the lease. The Owner hereby indemnifies and holds harmless the Broker from any claims or costs incurred by the Broker in defending against any claims arising from the security deposit. The suggested amount of security deposit will be equal to one month's rent, unless negative findings are discovered during the credit or background check. Owner acknowledges that Broker is not a property manager for the premises described herein, and Broker's sole responsibility is to secure a tenant. Upon execution of the lease agreement, Broker shall be relieved of all further responsibilities and obligations.

9. TENANT HISTORY: Applicants will complete a rental application that allows Broker to run credit and criminal checks, verify income and rental history. Owner will be informed as soon after a deposit is collected. Broker will obtain a standard credit and background report (hereafter, "Tenant Report") on all applicants 18 years and older from a credit bureau of Broker's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report: (i) may not be all inclusive; (ii) may not provide information from all local jurisdictions within the United States; and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Broker warrant the completeness nor accuracy of the information contained therein. Owner understands and agrees that other than the Tenant

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Broker's Initials _____

Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. If the applicant fails to meet the Broker's criteria for rental, Owner can override this by signing an Owner Authorization to Rent Form. Due to laws which affect disclosure of private and credit information, Owner shall not be provided with the tenant's credit report and/or application as per The Fair Credit Act.

10. MARKETING: The Owner authorizes the Broker to market Owner's property in one or more publications, internet websites, "For Rent" signs and Multiple Listing Service. Broker is authorized to advertise the property at the listed price. The Broker is authorized to place a "For Rent" sign on the property. The property will be available to the Broker for showing at all reasonable hours and if vacant, a lockbox maybe installed.

11. INVENTORY, DAMAGES or MISSING ITEMS: Owner shall provide Tenant with a written inventory of personal items and furnishings. Broker is not responsible for damage to the premises or missing, lost or damaged items or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism or negligence of tenant(s), their guests or third parties.

12. CONDITION OF PROPERTY: Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable condition, there is no mold, mildew or any water intrusion on the premises and is in compliance with all applicable laws, ordinances and regulations of all governmental authorities. Owner agrees to maintain lawn, pool and utility services while the property is vacant. If the Owner wants the Broker to take care of any cleaning or repairs; The Owner agrees to provide the Broker a check for \$_____ (\$500.00 if blank) along with this signed Agreement. These funds are to be placed in Owner's escrow Account, and can only be used for the following purposes: (a) payment of any repairs, cleaning or other expenses that Owner authorizes during the term of this Agreement; (b) payment of the above mentioned marketing fee or any additional ads Owner authorizes. Upon securing a Tenant, any balance remaining in escrow account will be reimbursed to Owner. If no maintenance fund is paid by Owner, Owner must pay directly for all repairs incurred getting property rented and maintained.

13. COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES & ASSESSMENT: If rental unit is a condominium or is governed by a Homeowner's Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner agrees to pay all federal, state or

Owner's Initials _____

Broker's Initials _____

local taxes or assessments that are due or may become due as a result of the leasing. It is the Owner's sole responsibility to provide Broker with Association Application forms and a copy of the Rules and Regulations at time of this agreement.

14. INDEMNIFICATION: Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company if any, affiliates, employees, agents, representatives, successors and assigns, from all claims suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines and damages of any kind whatsoever and any expenses arising from or relating to: (i) an Owner caused booking conflict or Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due Owner; (iii) bad or returned checks from any tenant; (iv) any other sums due Owner under the lease; (v) any injury to person or property occurring on or about the Property; or (vi) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance by Broker, including any claims or losses arising from Broker's negligence except as may be caused by Broker's willful gross negligence or illegal acts. The Broker is not responsible for vandalism theft or damage of any nature to the property, management, maintenance or repairs to the property nor shall the Broker be obligated for utility service or lawn care.

15. ATTORNEY'S FEES: In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its attorney's fee (including in-house attorneys) and costs, including fees and costs incurred on appeal. Both Owner and Broker hereby mutually waive any right to a trial by jury in the event of any litigation.

16. VENUE, JURISDICTION AND GOVERNING LAW: Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located and each consents to personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

17. NON-DISCRIMINATION: Owner and Broker agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides that it shall be unlawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status or handicap.

18. ENTIRE AND BINDING AGREEMENT: This Agreement, which includes all Addenda attached hereto which is hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing

Owner's Initials _____ Broker's Initials _____

signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner which are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

19. SUCCESSORS and ASSIGNS: This Agreement shall be binding upon the successors and assigns of Broker and Owner and their respective heirs, administrators, executors, successors and assigns.

20. NOTICES: Whenever notice shall or may be given to either Broker or Owner, each such notice shall be faxed or mailed to the Broker or Owner's address listed herein or such other address as Broker or Owner may designate.

21. TAX IDENTIFICATION: US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 31% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with their ITIN number to be exempt from 31% IRS withholding tax., but are advised to seek the advice of an accountant before signing IRS form W-8ECI which states that the signer is exempt from U.S. back-up withholding because their rental property is a business.

22. ATTORNEYS FEES - LEASE DRAFTING: In the State of Florida, a Broker is not allowed by law to draft a lease, therefore, there will be an administrative charge to the Owner of \$ 65 (\$ 75 if blank) to pay the attorney fee and administrative costs for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and is the Wilkins Law Firm, PLLC, 904-466-8496. The charges to cover the attorney fees and administrative charge will be collected from the Owner in advance of requesting Wilkins Law Firm, PLLC to draft the lease. Wilkins Law Firm, PLLC will be available to Broker and Owner at no charge for phone and email consultations in the event of disputes with the Tenant(s) or related issues and will provide a reduced price eviction if Wilkins Law Firm, PLLC files an eviction for Owner. If Owner chooses to have another law firm prepare the lease, Broker will send the necessary information over to that attorney upon request.

23. REQUIRED ADDENDA: (a) Proof of Ownership (i.e., Deed, copy of public records or HUD statement); and (b) Lead paint disclosure (if built prior to 1978).

By signing below I / we acknowledge that we have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this Agreement, you should obtain the advice of an attorney prior to execution.

Owner's Initials _____

Broker's Initials _____

FINAL ACCEPTANCE: When duly signed by Broker or Broker's agent this agreement becomes binding on all parties.

Owner's Signature

Date: _____

Owner's Signature

Date: _____

Broker, or Agent for Broker

Date: _____

Owner's Initials _____

Broker's Initials _____