

**EXCLUSIVE RIGHT TO LEASE AGREEMENT  
FINDERS FEE ONLY NON-MANAGEMENT AGREEMENT**

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, between  
\_\_\_\_\_  
RE/MAX SIGNATURE REAL ESTATE ("Broker") and \_\_\_\_\_ ("Owner") who  
agree as follows:

1. Broker shall have the EXCLUSIVE RIGHT TO LEASE the real property described below, including any personal property left on site ("collectively, "Property") located at:

Street: \_\_\_\_\_

City: \_\_\_\_\_ County: VOLUSIA State: FL Zip: 32118

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. Proof of Ownership attached: (i.e. Deed, Copy of public records or HUD or closing statement and Lead base paint disclosure (if built prior to 1978).

Property is Listed for Sale: Yes \_\_\_\_\_ No \_\_\_\_\_

Being sold subject to lease term? Yes \_\_\_\_\_ No \_\_\_\_\_

If NO, will Lease include a 60 day Notice to Vacate Clause? Yes \_\_\_\_\_ No \_\_\_\_\_

2. **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 \_\_\_\_\_ months and a minimum term of \_\_\_\_\_ 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 \$ \_\_\_\_\_ (\$50.00 less than one month's rent if left blank) 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 and that OWNER will provide a Florida bank account where the funds will be transferred

**3. LEASE COMPENSATION:**

100% of the gross rental income for the first month's rent (e.g., rent, pet fees, preparation fees) on leases for 7 months or more and \$250 on any renewals and extensions thereof. 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.

**LEASE DOCUMENT PREPARATION FEE:**

- a. Owner shall provide to Broker all leases, renewals and extensions completed and ready for tenant signature. Yes \_\_\_\_\_
- b. Owner shall provide any Condominium Assoc. or HOA required leases, renewals and extensions Yes \_\_\_\_\_

4. **LOCK BOX Authorization:** Owner approves the use of a lock box system to show and access the Property. Yes \_\_\_\_\_

**ADDITIONAL TERMS:**

**A. EFFECTIVE DATE:** This Agreement shall become effective on the date last signed or initialed. To begin property management services BROKER requires a start-up fee of \$250.00.

**B. TERM OF AGREEMENT:** Owner hereby grants to Broker the Exclusive Right to Lease the Property for a term of \_\_\_\_\_ months from the Effective Date of the Agreement not to exceed 12 months. 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. In the event that Owner terminates this Agreement within 120 days of the Effective Date of this Agreement, Owner shall pay Broker a cancellation fee of \$250.00 in addition to any amounts otherwise due under this Agreement.

**C. 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 and Owner agrees to execute and return any such lease to Broker by fax or overnight mail within 24 hours of Owner's receipt. In the event that a prospective tenant places a deposit with Broker or Owner 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.

**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).

**D. 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 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.

**E. 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, 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, Florida Statutes and disburse the security deposit to the tenant in accordance with Florida Law. Owner shall indemnify Broker in the event Tenant sues Brokers over a dispute concerning Owner's disposition of the security deposit or advance rent

**F. TENANT HISTORY:** Broker will obtain a standard credit and background report (hereafter, "Tenant Report") on all tenant applicants 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 or accuracy of the information contained therein. The Broker will pay for the cost of the Tenant Report from the application fee collected from tenant by Broker. Owner understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. Owner agrees that Owner shall not be provided with the Tenant Report unless authorized by the Tenant, the report provider and law. If the applicant fails to meet the Broker's criteria for rental, Owner can override this by signing an Owner Authorization to Rent Form.

**G. KEYS AND LOCK BOX:** 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.

**H. 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.

**I. CONDITION OF PROPERTY:** Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Broker accepts no responsibility for ordering, arranging or coordinating any vendor services or rent collection services. 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.

**J. 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 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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 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.

**P. 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.

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

Broker may serve notice to Owner by mail, fax, or by e-mail at the permanent address given on Property Worksheet.

**R. 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 US back-up withholding because their rental property is a business.

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. 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 person authorized to sign for Broker

Date: \_\_\_\_\_