



EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT (Annual Lease)

NON-MANAGED PROPERTY

This Exclusive Right to Lease Listing Agreement ("Agreement") is between ("Owner") and Coldwell Banker Residential Real Estate, Inc. ("Broker")

Owner's mailing address:

Telephone (Home): Telephone (Work):

Fax: Cell Phone: Email:

1. EXCLUSIVE RIGHT TO LEASE. In consideration of the covenants set forth herein, Owner hereby grants Broker, and Broker hereby accepts, the exclusive right and obligation to list for lease the real and personal property described below (collectively, "Property") for the price and terms stated herein.

Property Address: City: County: Florida Zip:

Owner represents that Owner is the owner of the Property and has full legal authority to lease the Property and that the rental of the Property will not violate any laws, ordinances, regulations or rules. Owner shall provide Broker proof of ownership in the form of a recorded deed, copy of public records, HUD-1 closing statement which is is not attached hereto.

The Property currently is is not listed for sale. If listed for sale, the name of the listing broker and telephone number is:

2. TERM OF AGREEMENT. This Agreement shall commence on the day of, 20 ("Commencement Date") and shall terminate at 11:59 p.m. on the day of, 20 ("Termination Date").

3. OWNER OBLIGATIONS. Owner agrees to: (i) cooperate with Broker in carrying out the purpose of this Agreement, including referring to Broker all inquiries concerning the Property; (ii) make the Property available for Broker to show during reasonable times; (iii) consult appropriate professionals for legal, FIRPTA, tax, zoning, permitting, property condition or size, environmental, or other specialized advice (Owner acknowledges that Broker and its representatives are not qualified or authorized to give such advice and, if given, Owner shall not in any way rely on such advice); (iv) make all legally required disclosures, which may include any required radon gas and lead paint disclosures, as well as to disclose any facts that materially affect the Property's value and/or desirability that are not readily observable to a prospective tenant. Owner agrees to accept a lease (or extension or renewal) that satisfies Owner's criteria as expressly set forth in Paragraph 4.

4. APPROVED LEASE TERMS. Owner authorizes Broker to advertise and offer the Property for lease, and agrees to accept such a lease, at the following rates and terms:

- A. A lease term of a minimum of 7 months and a maximum of months (12 months if left blank);
B. Monthly rent in the amount of \$ To \$
C. Security deposit of \$ collected prior to occupancy (equivalent of one (1) month's rent + \$50.00 if left blank);
D. First and last month's rent to be paid prior to occupancy;
E. Furnished Unfurnished (unfurnished if left blank);
F. Maximum number of occupants (2 per bedroom if left blank);
G. Additional Terms: See "Property Amenities Worksheet" attached and incorporated herein.

Any deviation from these terms must be agreed upon by all parties in writing. Owner agrees to hold Broker and its representatives harmless for any failure to secure tenant(s) for the Property, any cancellation or default by any tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.

5. LEASE COMPENSATION.

A. Leasing Fees. Owner shall compensate Broker upon the procurement of a tenant to rent the Property on the terms set forth above (or any different terms agreed to by Owner) as follows: 1st mo. rent (15% if left blank) of gross rent due (the "Leasing Fee") under any such lease (and any renewals and extensions thereof, including renewals and extensions commencing after termination of this Agreement). Broker shall earn the Leasing Fee upon the procurement of a tenant, and Owner shall pay the Leasing Fee to Broker in full upon the earlier of (i) the date on which all funds due prior to move-in under the applicable lease or reservation agreement have been received by Broker; (ii) termination of this Agreement in accordance with paragraph 2; or (iii) Owner's default under any lease, reservation agreement, or this Agreement. In the event a tenant who occupied the Property during the term of this Agreement re-rents the Property within 180 days after termination of this Agreement, Owner shall pay Broker the Leasing Fee, regardless of whether such tenant is procured directly by Owner or through a subsequent broker or property manager. A subsequent breach or failure to perform by any tenant shall not entitle Owner to a refund of all or part of the Leasing Fee. Broker and its representatives do not warrant or guarantee any tenant's performance under any lease, reservation or other agreement.

B. Cancellation or Default Fees. In the event that Owner retains any deposits, rents, or other payments made by a prospective tenant in connection with a tenancy that does not commence for any reason, Broker shall be entitled to 50% of any such retained funds, not to exceed the amount that Broker would have received under paragraph 5(A) above.

C. **Lease Preparation/Administration and Marketing Set-Up Fees:** If a particular form of lease or specific lease terms are required by any condominium, homeowner's or other association, Owner shall provide Broker with the required lease. Otherwise, Broker shall provide Owner with an attorney-prepared lease (and any extensions and renewals thereof) prepared by an attorney of Broker's choice. **Owner shall pay Broker a lease preparation/administration fee of \$90.00 for the initial lease and \$35.00 for each extension or renewal and coordination thereof.** The foregoing fees are subject to change upon thirty (30) days written notice by Broker. Upon execution of this Agreement, **Owner shall also pay Broker a \$35.00 non-refundable marketing set-up fee.**

D. **Broker Setoff.** Broker may deduct or setoff any sums due to it under this Agreement from any of Owner's funds in Broker's possession to the extent allowed by law.

6. **SALES COMPENSATION:** Owner shall pay Broker a commission in the amount of 6% (7% if left blank) of the total purchase price, plus \$295.00 if Owner, (i) during the term, (ii) during the term of any lease procured prior to the Termination Date, or (iii) within 180 days after the later of the Termination Date or the termination or expiration of any lease procured during the term of this Agreement (or renewal or extension thereof), transfers or enters into a contract to transfer any interest in the Property (other than by lease to a tenant as set forth herein) to (i) a tenant or relative of tenant, (ii) any person who occupied or resided at the Property with tenant, or (iii) a person or entity who was introduced to the Property through Broker. The foregoing commission shall be paid no later than the closing of the transaction and shall be in addition to any other amounts due Broker under this Agreement. In the event that Owner retains any deposits in connection with such a transaction that does not close for any reason, Broker shall be entitled to 50% of any deposits retained by Owner, not to exceed the sales commission set forth herein.

7. **TENANT HISTORY:** Except where all rent under a lease or other rental agreement is required to be paid in advance of occupancy by the tenant, Broker will obtain a standard background report (hereafter, "Tenant Report") at the tenants' sole cost and expense, from a reporting company of Broker's choice, in its sole discretion. Owner acknowledges, understands and agrees that the Tenant Report (i) may not be all-inclusive or contain all information that Owner may believe important, (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 or its representatives, in any way warrant the completeness nor accuracy of the information contained therein. Owner understands and agrees that other than obtaining the Tenant Report, Broker and its representatives will not undertake any additional investigation of any tenant's suitability or creditworthiness.

8. **KEYS AND LOCK BOX:** Upon execution of this Agreement, Owner will provide a minimum of four (4) sets of keys for each door lock at the Property, plus an equal number of security keys, pool keys, and mailbox keys. Owner shall also provide at least two (2) sets of garage door openers, gate cards and security passes. Owner authorizes Broker to deliver the key to the Property to any real estate broker, sales associate or property manager for the purpose of showing the Property to prospective tenants. If permitted by Owner, and if available, the Broker will install a lock box on the Property to permit showings to prospective tenants. Owner agrees to secure or remove valuables from the Property. Owner agrees that the lock box is for the Owner's benefit and hereby releases Broker, its representatives, and Broker's local Realtor Board/Association from any and all claims and damages which may arise from or relate to damage, theft, negligence or loss which may occur in connection with the delivery of the keys to the Property or utilization of a lock box. If Property is tenant occupied, Owner must obtain such tenant's written approval before authorizing use of a lock box. Owner does does not authorize the use of a lock box system to access the Property.

9. **INVENTORY, DAMAGES, OR MISSING ITEMS:** Owner shall provide any tenant procured under this Agreement with a written inventory of personal items and furnishings left with Property. Broker and its representatives are not responsible for damage to the premises or missing, switched out, 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 invitees or any third parties. In the event Owner has missing, lost or damaged items or furnishings, Owner agrees to look solely to the tenant(s) for reimbursement or damages and agrees to hold Broker and its representatives harmless from any such claims or damages.

10. **COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES, ASSESSMENTS AND LOCAL LAWS AND ORDINANCES:** If the Property is governed by a condominium, homeowner's or other association ("Association"), Owner shall be responsible for ensuring that any lease and tenancy complies with any applicable rules and regulations. Owner agrees to pay all federal, state, and local taxes or assessments that are due or may become due as a result of the leasing or ownership of the Property. Upon commencement of this Agreement, Owner shall provide Broker with any Association application forms and a copy of all applicable covenants, rules and regulations and shall promptly provide Broker with any amendments or modifications thereto. Owner acknowledges that governmental agencies have laws, rules, regulations and/or ordinances which may impact Owner's rental of the Property. Owner agrees to seek appropriate legal advice regarding any such laws rules, regulations, and/or ordinances that may affect the rental of the Property and acknowledges that it is Owner's sole responsibility to comply with any such laws, rules, regulations, and ordinances. In the event that Broker or its representatives are cited or charged for any violation of any rule, regulation or ordinance arising out of or relating to the Property, the rental or management thereof, Owner shall defend, indemnify and hold Broker and its representatives harmless from any such citation(s) or charge(s).

11. **HOLD HARMLESS/INDEMNIFICATION:** Owner shall hold harmless and indemnify Broker, its parent and subsidiary companies, affiliates, employees, independent contractors, representatives, shareholders, insurers, successors and assigns, from all claims, suits, damages, costs, losses, fees, penalties, taxes, fines, and expenses of any kind arising from or relating to: (i) Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to any tenant's failure to perform under any agreement or failure to pay any funds due Owner; (iii) dishonored checks from any source; (iv) any injury to person or property occurring on or about the Property; (v) any violation of any federal, state, or municipal law, regulation, or association rule or regulation by any tenant or Owner, (vi) any damages resulting from inaccurate or missing information in the Tenant Report; and (vii) any home warranty protection plan purchased by Owner.

12. **LIEN RIGHTS AND GOVERNING LAW:** Pursuant to Fla. Stat. 475.42(1) (j), Owner authorizes Broker to record a lien against the Property to secure payment of the agreed upon compensation as well as any expenses advanced by Broker on behalf of Owner. This Agreement shall be construed under Florida law.

13. **VENUE, LIMITATION OF LIABILITY AND WAIVER OF JURY TRIAL:** In the event of any litigation involving Broker or its representatives in any way arising out of or relating to this Agreement, the Property, or the relationship created hereunder, venue shall be exclusively in the state courts of Broward County, Florida. In the event of litigation between Owner and Broker (or its representatives), Owner waives any claim for punitive

damages, and any claim for damages of any other nature shall not exceed three (3) times the monthly rent set forth in paragraph 4(b) above or the amount of commissions and management fees paid to Broker in the twelve (12) months prior to the claim being asserted, whichever is less. IN ANY LITIGATION INVOLVING BROKER OR ITS REPRESENTATIVES, BROKER AND OWNER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY.

14. **ENTIRE AND BINDING AGREEMENT:** This Agreement, which includes the Property Amenities Sheet (if any), Owner’s Handbook currently in use by Broker (if any), and all other addenda attached hereto, all of which are incorporated herein, contains the entire agreement between the parties relating to the transaction and services contemplated herein. Notwithstanding any law to the contrary, any modifications to this Agreement shall be invalid unless in writing signed by Owner and Broker. In the event that any provisions of the Owner’s Handbook conflict with any provision herein, the provisions of this Agreement shall govern unless otherwise agreed to by Broker and Owner in writing. If any provision or portion of this Agreement is or becomes invalid or unenforceable, all remaining provisions and terms shall continue to be in full force and effect.

15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Broker and Owner, and their respective heirs, administrators, executors, successors and assigns. Owner acknowledges that Broker may assign this Agreement without further consent, and such assignee shall be authorized and required to perform all services hereunder and shall be permitted to enforce this Agreement as if originally named as Broker herein.

16. **BROKER AS ESCROW AGENT:** Owner agrees that Broker may deposit any funds received (including Owner’s Operating Account) in a non-interest bearing account (which may be commingled with other owners’ funds) with a financial institution chosen by Broker and that the financial institution, Broker or any of its related companies may obtain a direct or indirect benefit in connection with such deposit.

17. **NOTICES:** Whenever notice shall be given to Broker by Owner, each such notice shall be sent to Broker’s address shown below, care of the Branch Manager. Whenever Broker shall give notice to Owner, Broker may send such notice to Owner at the address, fax or Email listed above.

18. **BROKERAGE RELATIONSHIP:** Owner acknowledges that Broker and its representatives are acting on behalf of Broker in a Transaction Broker capacity as defined by Chapter 475, Florida Statutes, and with the duties set forth in Chapter 475.278(2), Florida Statutes. OWNER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER BROKER NOR ITS REPRESENTATIVES ARE UNDERTAKING ANY PROPERTY MANAGEMENT DUTIES UNLESS OWNER HAS ENTERED INTO A SEPARATE EXCLUSIVE RIGHT TO LEASE AND MANAGE AGREEMENT WITH BROKER.

19. **EQUAL HOUSING OPPORTUNITY.** Broker, its representatives and employees are committed to providing equal and fair housing opportunities to all persons regardless of race, color, religion, national origin, ancestry, gender, age, familial status, disability or any other protected status. Broker’s policy is to comply with the letter and spirit of all applicable fair housing and anti-discrimination laws and regulations. Owner agrees to offer the Property to all such persons in strict compliance with all such laws and Broker’s policy.

20. **NO POWER OF ATTORNEY:** Owner hereby acknowledges and agrees that neither Coldwell Banker nor any of its employees, property managers or associates shall have power of attorney with regard to the Property and the listing and leasing thereof, and that Owner shall be required to sign reservations, leases and other documents pertaining to the rental of the Property, which duties shall not be delegated or transferred to Broker except through a written agreement signed by both Owner and a Coldwell Banker Managing Broker.

BY SIGNING BELOW, Owner acknowledges that Owner has read and understood the terms of this Agreement, which is intended to be a legally binding document. If Owner does not understand any part of this Agreement, Owner should obtain the advice of an attorney prior to execution.

FINAL ACCEPTANCE: When duly signed by an authorized representative for Coldwell Banker Residential Real Estate, Inc., this Agreement becomes binding on all parties.

Owner

Date

Owner

Date

Coldwell Banker Residential Real Estate, Inc.
By: _____
Its: Branch Manager/Managing Broker

Leasing Associate Name: Christine Perkins

Office Address: 2440 State Road 580, Suite 3

City: Clearwater, FL Zip 33761