



Exclusive Right to Lease Agreement

1. PARTIES: This agreement between _____, the owner or legally appointed representative of the premises, hereafter called LANDLORD and **All County® CFL Property Management**, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns EXCLUSIVE AGENT to list, rent and lease the following property:

2. EXCLUSIVE RIGHT TO RENT/LEASE: Owner hereby employs BROKER exclusively to lease LANDLORD'S property known as:

(Property Address: include Street, City, State, Zip)

under the terms and conditions herein set forth. The property includes the entire premises in full. BROKER agrees to lease the property, to the extent, for the period, and upon the terms herein provided and agrees to furnish the services of his organization for listing, renting and leasing of the property. LANDLORD invests with BROKER full power and authority to do and perform all and every lawful act and things necessary for the purposes of leasing property and/or collection of rents and/or other monies due and any other lawful act deemed necessary or prudent in BROKER'S judgment in regard to said property. BROKER may do so in the name of the LANDLORD, in BROKER'S name alone, or in the names of both.

3. TERM: It is mutually agreed by and between the parties that this Exclusive Right to Lease Agreement shall be binding upon the parties' successors, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of paragraph 9. The term shall begin on the _____ day of _____, 20____ and will be in effect for three (3) months or until Broker has supplied willing and able tenant to Lease said property.

4. LEASING AUTHORITY AND BROKER RESPONSIBILITIES: LANDLORD expressly grants to BROKER the following authority, powers and rights.

- A. BROKER will use his best efforts to lease or rent with the following terms: FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be an amount more than or equal to the rent, or an amount agreed upon by the LANDLORD and BROKER. LANDLORD agrees to hold BROKER harmless for any failure to secure tenant(s) for the LANDLORD, any cancellation by the tenant(s), and/or failure to collect any rents or monies due from the Tenant for any reason.
- B. To prepare and negotiate new leases in which BROKER is authorized to execute.
- C. BROKER is granted by the LANDLORD the right to lease the property as the BROKER deems necessary, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKER'S or assign or sell the leasing account as BROKER may see fit, to require releases from all parties in the event of a controversy before disbursing funds and to do all those things BROKER deems necessary for the efficient renting of the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing.
- D. To place "For Rent" signs and lock boxes for showing purposes on the property unless prohibited by applicable bylaws or local ordinances.
- E. BROKER is given the Exclusive Right to screen and approve or disapprove prospective tenant(s).
- F. LANDLORD agrees that any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER shall hire an attorney to perform the eviction. Costs and attorney's fees to evict tenant(s) or otherwise will be paid by LANDLORD in advance and LANDLORD agrees to hold BROKER harmless for same. If LANDLORD request BROKER to handle the eviction process of any tenant/occupant not procured by BROKER, LANDLORD agrees to pay BROKER \$300 for services rendered, in addition to applicable court and attorney filing costs.
- G. To collect from applicants or tenants any or all of the following: application fees, non-sufficient fund bank fees, re-leasing fees, lease modification fees, default notice fees, or any other fees that may now or in the future become a tenant(s) obligation. All such fees shall belong to BROKER to offset BROKER'S extra time and expense for handling additional work and responsibilities related to such fees, and BROKER need not account for such fees to LANDLORD.
- H. In the event a prospective Tenant places a good faith or holding deposit with BROKER and fails to take possession, said deposit or portion thereof, if retained, shall be disbursed 50% to LANDLORD and 50% to BROKER. BROKER retains the sole and exclusive right to refund this deposit to prospective Tenant in full or part upon the advice of BROKER'S legal counsel and LANDLORD agrees to hold BROKER harmless for same.

5. LANDLORD ASSURANCES AND RESPONSIBILITIES:

- A. LANDLORD warrants that the property to be managed is a legal rental unit and rental of same will not be in violation of any ordinances. LANDLORD warrants that he/she/they constitute all of the owners of the property and will provide a copy of the deed if requested by BROKER. LANDLORD assures that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the property and that this power, authority, and right have not been assigned, or transferred to others.
- B. To cooperate fully with BROKER with all applicable building, housing, and health codes, as well as fair housing regulations. The property shall be rented without regard to race, creed, color, religion, sex, national origin, age, disability, marital status, familial status, or sexual preferences.
- C. To indemnify, defend, and save BROKER harmless to all costs, expenses, suits, claims, liabilities, damages, proceedings, or attorney's fees, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including LANDLORD, in any way relating to the rental, leasing, and management of the property or the performance or exercise of any of the duties, obligations, powers, rights or authority granted to BROKER.

6. INSURANCE/FEES/TAXES/CHARGES: LANDLORD shall pay direct any condominium/HOA maintenance fees, taxes, insurance, mortgages, assessments, and other charges. BROKER IS NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD UNLESS THERE IS A WRITTEN AGREEMENT TO THE CONTRARY. LANDLORD agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER with proof of insurance and a copy of the declaration page within 14 days of the execution of this agreement. LANDLORD agrees to and does hereby indemnify and hold harmless BROKER, its employees, agents and assigns, from any and all claims, suits, damage costs, losses and expenses arising from the leasing of the property and from any injury to persons and/or property occurring on or about the premises. LANDLORD agrees to indemnify BROKER for any damages suffered as a result of any lapse in or failure by LANDLORD to maintain insurance coverage.

7. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to indemnify BROKER for any damages or litigation fees/cost incurred by BROKER if LANDLORD improperly terminates a utility service.

8. 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 LANDLORD shall be responsible for providing BROKER 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 LANDLORD agrees to indemnify BROKER 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 LANDLORD, LANDLORD agrees that BROKER is in no way liable for the payment of any fees, fines, or assessments.

9. TERMINATION: If LANDLORD decides not to Lease the Property and BROKER deems LANDLORD's reason acceptable, LANDLORD may conditionally terminate this Agreement within 90 days by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$500.00 plus applicable sales tax. However, LANDLORD agrees that if the Property is contracted for Lease to a Tenant during the time period from conditional termination to the end of the Leasing and Protection Periods, BROKER may void the early termination and LANDLORD will be obligated to pay BROKER the compensation set forth in paragraph 17(a), less the cancellation fee.

10. FURNISHINGS/WARRANTIES: LANDLORD understands that it is not advisable to leave any personal property or furnishings on the premises and BROKER strongly urges LANDLORD to remove any furnishings or belongings prior to property being rented. LANDLORD agrees to hold BROKER harmless for any loss of that personal property or furnishings for any reason. The LANDLORD is also to deliver copies to BROKER of any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER shall assume none exist. In unfurnished units, LANDLORD will provide basic window treatments and their hardware or authorize BROKER to purchase and install same. Screens on all windows are required by Florida law and all windows must be operational.

11. HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD: BROKER shall not be responsible to take any precautionary measures to avoid any damages from any acts of God including but not limited to floods, fires, tropical storms, hurricanes, tornados, sinkholes, unless agreed to in writing between BROKER and LANDLORD regardless of the presence of hurricane shutters or similar devices on the premises.

12. ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANT(S) are increasingly suing property OWNERS and BROKERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. OWNER affirms no such hazards are known by OWNER to be present on the premises at this time. OWNER agrees to indemnify BROKER in the event BROKER is sued by TENANT for any injuries suffered on the premises unless such injuries were due to BROKER' actions. In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, it is strongly recommended that LANDLORD pay for an inspection by a certified inspector to help defend LANDLORD from claims made by the TENANT.

13. PRE-1978 PROPERTIES: Federal EPA rules require BROKER to provide the TENANT with a Lead Based Paint Disclosure and a booklet PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME. New laws beginning in 2011 require almost all workers on pre-1978 homes to be certified under the Renovation Repair and Paint Rules (RRP). Please do not use any friends, vendors, handymen or ask us to use any persons that are not certified to make repairs on your home. LANDLORD grants BROKER permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

14. DOGS AND SERVICE ANIMALS: LANDLORD affirms that dogs _____ ARE _____ ARE NOT covered by the LANDLORD'S liability insurance. LANDLORD is responsible for verifying this with their insurance agent. LANDLORD agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.

15. LANDLORD HELD SECURITY DEPOSIT: If LANDLORD is holding the security deposit, BROKER shall have no responsibility for making any claims on the security deposit and LANDLORD shall be responsible for complying with Florida Statutes 83.49, the procedures, forms, and time limits imposed. BROKER shall provide LANDLORD with a copy of Florida Statutes 83.49 upon request or LANDLORD may obtain a full copy of the Landlord/Tenant Law from www.leg.state.fl.us/Statutes/. If the disposition and/or disbursement of a LANDLORD held security deposit results in litigation against BROKER, LANDLORD agrees to be liable for all attorney's fees, judgments and costs of any litigation that BROKER may incur. LANDLORD understands that security deposits belong to the TENANT until such proper legal procedures are followed.

16. DAMAGES or MISSING ITEMS: BROKER is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to theft, vandalism or negligence of tenant(s) or their guests. In the event tenant(s) damage the premises or owes any monies to the LANDLORD, BROKER is given the exclusive authority to determine, in its professional judgment, the amount due and to charge the tenant accordingly and/or settle with the tenant(s) upon advice of BROKER'S legal counsel.

17. LEASING COMPENSATION: LANDLORD agrees to compensate BROKER as follows, including paying any applicable taxes on BROKER'S services, if LANDLORD enters into a Lease of the Property with a Tenant during the Leasing Period, regardless of whether the Tenant fulfills the terms of the Lease; or if, during the Leasing Period, BROKER procures a Tenant who is ready, willing, and able to Lease the Property under the terms of this Agreement:

A. FOR LEASE ONLY: A \$500.00 Advertisement Fee must be paid to Broker upfront before advertising will start. Upon BROKER filling the vacancy with an approved tenant, a one-time Leasing fee of 100% of **one full month's rent** will be charged, MINUS the initial \$500.00 Advertisement Fee. BROKER will deduct its fee from Rents collected from tenant upon the execution of the Lease Agreement.

18. POWER OF ATTORNEY: LANDLORD(s) hereby grant BROKER, its agents, successors and assigns the authority and power of attorney to sign leases and other documents pertaining to the management of the property on behalf of and in place of LANDLORD(s). LANDLORD(s) hereby agree that they will be bound by such signature of BROKER, its agents, successors and assigns as if LANDLORD had signed the lease or other pertaining documents. LANDLORD(s) signature on this agreement authorizes BROKER to assume power of attorney.

19. MODIFICATION OF THIS AGREEMENT: BROKER may change the terms of this agreement by giving 15 days' written notice to LANDLORD. The 15 days shall be counted from the date notice was mailed. Should no written objection be forthcoming from LANDLORD within 15 days' period, LANDLORD'S acceptance of said changes shall be presumed.

20. FACSIMILE AND EMAILED SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY FACSIMILE AND/OR EMAIL AND SUCH FACSIMILES AND/OR EMAILS SHALL BE BINDING AS IF ORIGINALS.

***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 race, color, religion, 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.

