

Exclusive Right to Lease Listing Agreement



This Exclusive Right to Lease Listing Agreement ("Agreement") is between

_____ ("Owner") and brokerage
_____ ("Broker")

1. AUTHORITY TO LEASE PROPERTY: Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the _____ day of _____, _____, and ending at 11:59 p.m. the _____ day of _____, _____ ("Listing Period"). If the Property becomes vacant during the Listing Period, Owner and Broker remain obligated to perform under this Agreement until the Listing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

2. DESCRIPTION OF PROPERTY:

- (a) Real Property: Street address: _____
Legal Description: _____
- (b) Personal property, including appliances: _____
- (c) Occupancy: Property ☐ is not currently occupied ☐ is currently occupied by ☐ Landlord ☐ Tenant. If tenant occupied, the lease term expires: _____.

3. RENTAL RATE AND TERMS:

- (a) **Rental Period and Rate:** ☐ Yearly \$ _____ ☐ Monthly \$ _____ ☐ Weekly \$ _____
☐ Seasonally \$ _____ "Season" runs from _____ to _____, _____
Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: _____
- (b) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by ☐ Owner ☐ Broker in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)
☐ non-interest bearing account.
☐ interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to ☐ Owner ☐ Broker
☐ interest-bearing escrow account, tenant to receive _____% (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to ☐ Owner ☐ Broker.
- ☐ Advanced rent \$ _____ ☐ Security Deposit: \$ _____
- ☐ Pet deposit ☐ refundable ☐ nonrefundable \$ _____
- ☐ Credit Report Fee: \$ _____ ☐ Other: _____: \$ _____
- ☐ Association Application Fee: \$ _____ ☐ Other: _____: \$ _____
- (c) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.
- (d) **Association Approval:** Application must be made (when) _____.

4. BROKER OBLIGATIONS: In consideration of Owner's agreement to enter into this Agreement, Broker agrees to use: diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by Broker or any other broker or sales associate; cooperate and communicate with other brokers and show the property except when not in the Owner's best interests; and to perform the following activities authorized by Owner (check if applicable):

- ☐ Display appropriate transaction signs, including a "For Rent" sign, on the Property.
- ☐ Use Owner's name in connection with marketing or advertising the Property.
- ☐ Use a lockbox system to access and show the Property.
- ☐ Request a credit check on prospective tenants at Owner's expense. Broker makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.
- ☐ Execute leases on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).
- ☐ Compensate any tenant's/consumer's brokers in the transaction, except when not in Owner's best interest.
- ☐ Withhold offers to lease Property once Owner enters into a binding lease agreement.
- ☐ Make a final inspection and inventory check of Property at conclusion of lease.
- ☐ Complete lease forms as permitted by law.
- ☐ Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).

Owner (____) (____) and Broker/Authorized Associate (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

The Parties acknowledge this form should not be used to share offers of compensation to tenant or consumer brokers or other tenant or consumer representatives via any field in the Multiple Listing Service.

☐ Other _____

- (a) **Advertising:** **Broker** agrees to use diligent effort to advertise the Property as **Broker** deems advisable including advertising the Property on the Internet unless limited in (4)(a)(i) or (4)(a)(ii) below. The Owner and Broker agree to adhere to each local MLS's policies and further agree to execute any applicable forms as necessary.

(Owner opt-out)(Check one if applicable)

- ☐ (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
☐ (ii) **Owner** does not authorize **Broker** to display the Property on the Internet.

Owner understands and acknowledges that if **Owner** selects option (ii), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____/_____
Initials of Owner.

- (b) **Virtual Office Websites:** Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Web site may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.

☐ **Owner** does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be displayed in immediate conjunction with the listing of this Property.

☐ **Owner** does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink to such comments or reviews) in immediate conjunction with the listing of this Property.

5. OWNER OBLIGATIONS: In consideration of the obligations of **Broker**, **Owner** agrees:

- (a) To cooperate with **Broker** in carrying out the purpose of this Agreement, including providing **Broker** with all documents needed by prospective tenant to seek Association or Board approval.
- (b) To refer immediately to **Broker** all inquiries regarding the leasing of the Property.
- (c) To make Property available for **Broker** access during reasonable times and furnish **Broker** with the following keys (specify number) for purposes of showing and delivering the Property; unit _____/ building access _____/ mailbox _____/ pool _____/ garage door/opener _____/ other _____
- (d) To notify **Broker** in the event **Owner** or a tenant terminates a lease on the Property prior to lease expiration date.
- (e) To inform **Broker** before conveying the Property.
- (f) That the lockbox, if utilized, will be for the benefit of **Owner** and to release those working by or through **Broker** and **Broker's** local Board of Realtors from all liability and responsibility in connection with any loss which may occur.
- (g) Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect **Broker** to impose such restrictions on the rental of the Property.
- (h) To provide a written approval or denial of any applicant who is a servicemember as defined in F.S. 250.01 within seven (7) days after the receipt of a rental application. If denied, **Owner** will provide a reason for the denial.
- (i) To provide complete and accurate information to **Broker** including disclosing all known facts that materially affect the value of the Property (see **Addendum** _____, entitled _____) If the Property was built in 1977 or earlier, **Owner** will provide **Broker** with all information **Owner** knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. **Owner** understands that the law requires the provision of this information to **Broker** and to prospective tenants before the tenants become obligated to lease the Property. **Owner** acknowledges that **Broker** will rely on **Owner's** representations regarding the Property when dealing with prospective tenants. **Owner** will immediately inform **Broker** of any material facts that arise after signing this Contract.
- (j) To indemnify and hold harmless **Broker** and **Broker's** officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on **Owner's** misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive **Broker's** performance and the transfer of title.
- (k) To reasonably inspect the Property before allowing the tenant to take possession and to make the repairs necessary to transfer a reasonably safe dwelling unit to the tenant.
- (l) To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. **Owner** acknowledges that it is **Owner's** responsibility to research the local ordinances to determine whether or not such ordinance exists and to determine whether a tenant is suitable for rental if such ordinance exists. **Owner** understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations **Owner** may wish to make.

(H)

Owner (____) (____) and **Broker/Authorized Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.

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6. COMPENSATION; Brokerage commissions are not set by law and are fully negotiable: Owner agrees to compensate Broker as follows, ~~including paying any applicable taxes on Broker's services~~, if Owner enters into a lease of the Property with a tenant during the Listing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the Listing Period, Broker procures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement, or terms acceptable to Owner:

(a) **Amount of Compensation:** Owner agrees to pay Broker the following fee(s):

- ☐ _____ % of the rent due in each Rental Period. ☐ _____ % of the gross value of the lease. ☐ _____ % of the first month's rent.
☐ other (specify): _____

(b) **Time and Manner of Payment:**

- ☐ Broker will deduct its fee from rent collected by Broker after said rent becomes due and owing to Owner. If said rent is insufficient to cover Broker's fee, Owner will remit the balance within _____ calendar days after date on which rent becomes due.
☐ Owner will pay Broker's fee within _____ calendar days after entering into a lease for the Property.
☐ Owner will pay Broker's fee within _____ calendar days from the date on which each rent payment is due from tenant.
☐ Other (specify): _____

(c) **New Leases and Renewals:** If Owner enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through Broker, Owner agrees to pay Broker as compensation in connection with the new lease(s) or renewal(s) the amount specified in Paragraph 6(a).

(d) **Protection Period:** Owner agrees to pay Broker's fee if, within _____ days after the end of the Listing Period, Owner leases the Property to any prospects with whom Broker or any other broker communicated during the Listing Period regarding leasing the Property. If requested, Broker must provide Owner with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if Owner enters into a good faith exclusive right to lease contract with another broker after Listing Period ends.

7. NOTICE TO OWNER CONCERNING OTHER BROKERS: The tenant's broker, even if compensated by Owner or Broker, will provide services for the tenant. Owner is advised and is aware that Owner may, but is not required to, compensate a tenant's broker upon signing of the lease. Owner may choose to pay tenant's broker themselves or may approve Broker to pay tenant's broker in accordance with paragraph 8. Owner also understands:

- (a) "Tenant's broker" may include this Broker if Broker also works with tenant on this transaction;
(b) If this occurs during the duration of this listing, Broker will be entitled to the compensation in paragraph 6 for services performed for Owner, as well as the tenant's broker compensation in paragraph 8(a) for services performed for tenant; the Owner should therefore take this into consideration when negotiating compensation; and
(c) Broker may receive separate compensation from tenant for services rendered to tenant/consumer by Broker.

8. COMPENSATION TO TENANT'S BROKER: Brokerage commissions are not set by law and are fully negotiable. Owner approves the following (check all that apply; if no option is checked then option (c) is deemed to be selected):

- (a) ☐ Owner authorizes Broker to offer compensation to tenant's broker from Broker in the amount of _____ % of the gross value of the lease, _____ % of the first month's rent or \$ _____. (This amount will be paid from Broker to tenant's broker from the compensation amount agreed to in paragraph 6.);
(b) ☐ Owner authorizes Broker to offer compensation to tenant's broker from Owner in the amount of _____ % of the gross value of the lease, _____ % of the first month's rent or \$ _____. This compensation may be set forth in a separate written agreement between Owner and tenant's broker.
(c) ☐ No compensation will be offered to tenant's/consumer's broker.

9. EARLY TERMINATION: If Owner decides not to lease the Property and Broker deems Owner's reason acceptable, Owner may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$ _____ plus applicable sales tax. However, Owner agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Listing and Protection Periods, Broker may void the early termination and Owner will be obligated to pay Broker the compensation set forth in paragraph 6(a), less the cancellation fee.

10. DISPUTE RESOLUTION: This Agreement will be construed under Florida law. All disputes between Broker and Owner based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees.

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fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: By initialing in the space provided, **Owner** (____) (____), and **Broker or Authorized Associate** (____) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

9. 11. BROKERAGE RELATIONSHIP: **Owner** authorizes **Broker** to act as a (check which is applicable):

- ☐ single agent of **Owner**.
- ☐ transaction broker.
- ☐ single agent of **Owner** with consent to transition into a transaction broker.
- ☐ nonrepresentative of **Owner**.

40. 12. MISCELLANEOUS: This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

11.

3. ADDITIONAL CLAUSES:

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: _____ Owner: _____ Tax ID: _____

Date: _____ Owner: _____ Tax ID: _____

Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Date: _____ Broker or Authorized Associate : _____

Telephone: _____ Facsimile: _____

Address: _____

E-mail: _____

Copy returned to Owner on the _____ day of _____, _____ by: ☐ personal delivery ☐ mail ☐ E-mail ☐ facsimile.

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Owner (____) (____) and **Broker/Authorized Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

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DO NOT COPY

Owner (____) (____) and **Broker/Authorized Associate** (____) (____) acknowledge receipt of a copy of this page, which is Page 5 of 4 Pages.

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