

EXCLUSIVE RIGHT TO LEASE AND RENTAL MANAGEMENT AGREEMENT

PARTIES: This agreement between _____, the owner(s) or legally appointed representative (hereinafter "LANDLORD") of the premises located at:

Full Leased Property Address

(hereinafter "Leased Premises"), and Florida Homes Realty & Mortgage LLC, Florida Homes Realty & Mortgage Referral LLC, Florida Homes Realty & Mortgage Property Management LLC, hereinafter called the BROKER, whereby the LANDLORD appoints the BROKER, its agents, successors, and assigns as LANDLORD's EXCLUSIVE AGENT to rent and lease the Leased Premises.

Definitions for Parties referred to throughout this agreement:

"LANDLORD" means the owner(s) or lessor(s) of a dwelling unit identified as the Leased Premises.

"TENANT" means any person entitled to occupy the dwelling unit identified as the Leased Premises under a rental agreement commonly referred to as a lease.

"BROKER" means BROKERAGE, BROKERS, Sales Associates, Agents, and Employees working on behalf of Florida Homes Realty & Mortgage LLC, Florida Homes Realty and Mortgage Referral LLC, and Florida Homes Realty & Mortgage Property Management LLC.

"BROKERAGE FIRM" means the individual and/or collective entities, BROKERAGE, BROKERS, Sales Associates, Agents, and Employees of Florida Homes Realty & Mortgage LLC, Florida Homes Realty and Mortgage Referral LLC, and Florida Homes Realty & Mortgage Property Management LLC.

LANDLORD affirms that they are the exclusive owners of the Leased Premises and all co-owners shall sign this agreement. The LANDLORD hereby states that the premises are not currently for sale. LANDLORD hereby states and affirms that all bills and money due on the Leased Premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including, but not limited to, any amount which may be due or owing to providers of goods or services for the home.

LANDLORD agrees that in the event any dispute arises between a TENANT and the LANDLORD, BROKER or BROKERAGE FIRM as a result of LANDLORD'S failure to make any payments relative to the Leased Premises that LANDLORD will completely defend, indemnify and hold BROKER and BROKERAGE FIRM harmless for any and all damages or litigation which may arise out of LANDLORD's actions or inactions. LANDLORD understands that a TENANT has a right to peaceful quiet enjoyment of the premises and if LANDLORD fails to keep all payments current, TENANT may have a right to withhold rent, break the lease agreement or hold LANDLORD for any damages they suffer as a result of LANDLORD'S failure to keep all payments current.

LANDLORD gives BROKER and BROKERAGE FIRM full authority to cease services and hold LANDLORD liable for any damages or amounts due under this agreement if LANDLORD misrepresents any information or fails to abide by this agreement and keep all payments current.

LANDLORD warrants that the unit is a legal rental unit, that no Homestead Exemption is being claimed and rental will not be in violation of any rules, laws, or ordinances.

DECISIONS, DIRECTIVES: In the event there are multiple property owners (husband and wife, partners etc.) **BROKER or BROKERAGE FIRM** must take directives from **ALL OWNERS OR** may deal only with _____ (**LANDLORD**). If not designated, **BROKER or BROKERAGE FIRM** will need signatures and directives from **ALL OWNERS**.

Unit# _____ Parking Space(s) Number# _____

APPLIANCES INCLUDED WITH THE RENTAL: ___ Range/Oven ___ Refrigerator

___ Microwave ___ Dishwasher ___ Clothes Washer ___ Dryer

___ Other: _____

EXCLUDED AMENITIES, PERSONAL PROPERTY OR PLACES/AREAS ON THE PREMISES: Any appliances such as a Jacuzzi, hot tub, extra refrigerator, garbage disposal, dishwasher, solar system, irrigation system, grill, pool pumps or any other amenities or items that the **LANDLORD** shall not be responsible for maintaining must be disclosed to **BROKER or BROKERAGE FIRM** by **LANDLORD** in writing or **LANDLORD** understands by Florida law that the **LANDLORD** will be responsible for repair, maintenance or replacement of all these items. Any excluded areas must be disclosed as well or, by Florida law, **TENANT** may use them. This includes but is not limited to areas such as shed(s), storage closet(s), garage, attic, crawl spaces, dock, other storage areas, sheds, or rooms. Any personal property left on the premises is left at the **LANDLORD's** sole risk.

TERM: It is mutually agreed by and between the parties that this agreement shall be binding upon the party's successors, entity changes, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. If the premises are sold, **LANDLORD** agrees to notify any such buyer of this Agreement prior to sale as any such buyer will be bound to this Agreement. The term shall begin on the _____ day of _____, 20____ and will be in effect for the greater of one year or the lease duration and will automatically renew for subsequent periods of the same length as the initial Term unless either party gives the other written notice of termination, at least thirty (30) days prior to expiration, of the then-current term.

TERMINATION BY LANDLORD: Termination is effective when physically received by **BROKER or BROKERAGE FIRM BY CERTIFIED MAIL**. In the event this agreement is terminated by **LANDLORD**, the **BROKER or BROKERAGE FIRM** shall continue to receive the rental commission set forth below as long as the **TENANT(S)** placed on the Leased Premises by **BROKER or BROKERAGE FIRM** shall remain in the unit. In the event this agreement is terminated by **LANDLORD**, the **BROKER or BROKERAGE FIRM's** rights provided for in this agreement shall survive such termination. All monies expended by **BROKER or BROKERAGE FIRM** shall be paid to **BROKER or BROKERAGE FIRM** prior to this cancellation and **BROKER and BROKERAGE FIRM** are authorized to withhold any sums owed to **BROKER or BROKERAGE FIRM** from monies held prior to the final disbursement to **LANDLORD**. An additional cancellation fee of \$ _____ will be charged to **LANDLORD** should **LANDLORD** terminate this agreement for any reason, if left blank, \$500 will be charged. In the event that **BROKER or BROKERAGE FIRM** has not procured a **TENANT** within _____ days of the Leased Premises being fully available for rent, **LANDLORD** may terminate this Agreement with no penalty, if left blank, 120 days will apply.

TERMINATION BY BROKER OR BROKERAGE FIRM: **BROKER and BROKERAGE FIRM** reserve the right to terminate this Agreement with 30 days written notice to **LANDLORD** at any time, or, immediately with written notice if in the opinion of **BROKER, BROKERAGE FIRM** or their legal counsel, **LANDLORD'S** actions or inactions violate the terms of this agreement or are illegal, improper, jeopardize the safety or welfare of any **TENANT** or other persons, interfere with this Agreement, code violations occur on the property, a foreclosure action is filed against the **LANDLORD** or **LANDLORD** is delinquent in the payment of any taxes, fees, bills, fines or any other financial obligations related to the premises **BROKER or the BROKERAGE FIRM**. **BROKER or BROKERAGE FIRM** may, at their option, continue to hold **LANDLORD** liable for any commissions due, fees due or monies owed **BROKER or BROKERAGE FIRM** if the **TENANT** remains in the property after such termination by **BROKER or BROKERAGE FIRM**. If termination occurs,

LANDLORD shall immediately hire a Property Manager or provide BROKER or BROKERAGE FIRM with a Florida bank account for BROKER or BROKERAGE FIRM to transfer any deposits held on behalf of the TENANT.

DEPOSITS: According to Florida law, deposit money and advanced rent must be held in a Florida Banking institution. If LANDLORD is holding these funds, it is LANDLORD's sole responsibility to ensure compliance with Florida law as to the manner in which the funds are held and to comply with the law pertaining to the disposition of the deposits when the TENANT vacates. LANDLORD agrees to defend, indemnify and otherwise hold BROKER and BROKERAGE FIRM harmless for all claims and litigation regarding security deposits, advanced rents, as well as any and all other funds held by the LANDLORD pursuant to the Leased Premises and lease agreement involving BROKER and/or BROKERAGE FIRM.

If LANDLORD is holding the deposit, BROKER and BROKERAGE FIRM shall have no responsibility for making any claims on the deposits and LANDLORD shall be responsible for complying with Florida Statutes 83.49 (Florida Residential Landlord & Tenant Act), the procedures, forms and time limits imposed. If the disposition and/or disbursement of a LANDLORD-held deposit results in litigation against BROKER or BROKERAGE FIRM, LANDLORD agrees to defend, indemnify, and otherwise hold BROKER and/or BROKERAGE FIRM harmless from any and all claims arising in any way from obligations and/or liabilities related to the deposit, including but not limited to attorneys' fees, costs and any verdict or judgment. LANDLORD understands that deposits belong to the TENANT until such proper legal procedures are followed.

SECURITY DEPOSIT REQUIRED, IN ADVANCE, IN THE AMOUNT OF (mark one):
 \$ _____ or (to be no less than one month's rent)

RENT & SECURITY DEPOSIT AMOUNTS: BROKER and BROKERAGE FIRM will use their best efforts to lease or rent with the following terms: AND/OR ANY TENANTS' (mark one):
 LAST MONTHS RENT MUST BE COLLECTED IN ADVANCE
 MAY BE COLLECTED AT BROKERS DISCRETION

BASE RENT CHARGED SHALL BE NO LESS THAN \$ _____ PER MONTH

Any deviation from these terms must be agreed upon by all parties in writing. LANDLORD agrees to defend, indemnify and hold BROKER and BROKERAGE FIRM harmless for any failure to secure a TENANT for the LANDLORD, any cancellation by the TENANT and/or failure to collect any rents or monies due from the TENANT for any reason. LANDLORD understands and agrees that a TENANT cannot be forced to pay anything.

TERM OF LEASE: LANDLORD agrees that BROKER or BROKERAGE FIRM may enter into a lease at their discretion up to a maximum term of _____ MONTHS, if left blank 12-month term. (Due to the requirement to collect sales tax on shorter term rentals, no leases can be managed for six months or less in duration)

ATTORNEYS FEES - LEASE DRAFTING: In the State of Florida, a BROKER is not allowed by law to draft a lease, therefore, LANDLORD understands that there may be an additional charge for the preparation of a lease, mark one: LANDLORD or TENANT will be charged a Lease Preparation Fee of \$ _____, if left blank the charge is \$95.

INSURANCE/FEES/TAXES/CHARGES: LANDLORD agrees that LANDLORD shall directly pay any condominium and/or homeowner's association or other fees associated with the ownership of the Leased Premises including, but not limited to, maintenance fees, taxes, insurance, mortgages, assessments, and other similar charges. BROKER and BROKERAGE FIRM ARE NOT RESPONSIBLE FOR PAYING THESE SUMS ON BEHALF OF LANDLORD.

LANDLORD further agrees that LANDLORD shall maintain public liability insurance coverage for the Leased Premises with Florida Homes Realty & Mortgage, LLC, Florida Homes Realty & Mortgage Referral LLC and Florida Homes Realty & Mortgage Property Management, LLC listed as

additional insureds at all times during this Agreement in an amount not less than \$100,000.00 per person and \$300,000.00 per occurrence and shall furnish BROKER or BROKERAGE FIRM with proof of insurance and a copy of the declaration page. LANDLORD shall further provide notice to BROKER or BROKERAGE FIRM of the termination of any such policy of insurance and immediately obtain alternative insurance coverage under these same terms and conditions. LANDLORD MUST ALSO NOTIFY THE INSURANCE COMPANY THAT THE PREMISES IS BEING USED AS A RENTAL.

INDEMNIFICATION: LANDLORD agrees to defend, indemnify and otherwise hold BROKER and BROKERAGE FIRM harmless from any and all claims that in any way arise out of LANDLORD'S ownership of the Leased Premises, this Agreement and/or any TENANTS' lease of the Leased Premises including any and all personal injury, death, property damage or claims of damage of any type that occurs on or in the Leased Premises or otherwise arises from same in addition to, and separate from, the insurance LANDLORD is herein required to obtain. This requirement specifically includes, but is in no way limited to attorneys' fees, costs, as well as any and all expenses that are in any way associated with the defense of such claims and further any and all allegations of LANDLORD'S sole negligence as well as any negligence in conjunction with that alleged against BROKER and/or BROKERAGE FIRM.

LANDLORD acknowledges neither BROKER OR BROKERAGE FIRM has control of the home and/or property, are not responsible for the maintenance and repair of the home and/or property, are not responsible for inspecting the property for defects and dangerous conditions, that no verbal or written inspection criteria exists in regard to the home and/or property, and is further deemed to have no negligence related to the condition of the property, repairs to the property, injuries sustained on the property and is to be defended, indemnified and otherwise held harmless from same. LANDLORD will provide complete and accurate information to BROKER including disclosing all known facts that materially affect the value of the Property.

PET ACCEPTANCE AND FEES

Landlord allows Cat(s) check one yes No

Landlord allows Dog(s) check one yes No

If dogs are permitted LANDLORDS affirms that dogs ARE ARE NOT covered by the LANDLORD'S liability insurance.

If any of the above is allowed; how many total: _____

Landlord requires the following:

Mark any which applies:

Additional deposit per pet: \$ _____

Non-refundable pet fee \$ _____

Additional Pet Rent per month per pet \$ _____

LANDLORD is responsible for verifying the homeowner's insurance coverage is adequate for the breed of dog being accepted with their insurance agent. LANDLORD agrees and understands that Service Animal(s) including Emotional Support Animals, for persons with disabilities or medical needs, are not considered pets and must be allowed. BROKER and LANDLORD will not be permitted, by law, to collect any PET FEE or PET DEPOSIT for any animal(s) deemed medically necessary. This is per Federal and State Law.

To the extent the lease permits a TENANT to have pets of any kind, LANDLORD agrees to further defend, indemnify, and otherwise hold harmless BROKER and BROKERAGE FIRM from any and all claims, suits, cost of damages, losses and expenses related to any injury to persons and/or property occurring on or about the premises related to dogs, pets, or any other animal on the property, including the Leased Premises itself.

SMOKING: To the extent the lease permits a TENANT to smoke in or on the Leased Premises, LANDLORD agrees to defend, indemnify, and hold harmless BROKER and BROKERAGE FIRM from any and all claims, suits, cost of damages, losses and expenses related to any injury to persons and/or property occurring on or about the Leased Premises in any way related to smoking, secondhand smoke, or any smoke or vape device or apparatus.

UTILITIES: To the extent permitted by law, and unless otherwise agreed to by the parties, all TENANTS are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where a TENANT shall have use of the LANDLORD's utilities and be responsible for all or part of the bill(s), LANDLORD shall pay the entire bill in a timely manner and forward copies to BROKER and/or BROKERAGE FIRM for reimbursement. Under no circumstances shall LANDLORD cause the termination of these services and LANDLORD agrees to defend, indemnify, and hold BROKER and BROKERAGE FIRM harmless for any damages or litigation fees/costs incurred by BROKER and/or BROKERAGE FIRM if LANDLORD improperly terminates a utility service. Florida law specifically prohibits the direct or indirect termination of any utilities. BROKER or BROKERAGE FIRM will deduct bills to the extent of funds available and LANDLORD agrees that BROKER and/or BROKERAGE FIRM shall be in no way responsible for nonpayment of, or theft of, any utility service by any TENANT. LANDLORD may be required to have water and electric service turned on if the premises are not occupied and LANDLORD grants BROKER and BROKERAGE FIRM the authority to have such services turned on. This is to allow for proper showings, maintain the property and protect the pool if applicable. LANDLORD has agreed that it has disclosed, in writing, any issues regarding utilities including water quality problems. LANDLORD affirms that the water is safe, usable and drinkable. LANDLORD shall provide and pay for any water treatment system that may be necessary. LANDLORD affirms that if there is a septic system, LANDLORD shall be fully responsible for the proper operation and usability of the septic system and has disclosed to BROKER any prior septic system failures or problems. LANDLORD further agrees to defend, indemnify, and hold BROKER and BROKERAGE firm harmless from any and all claims, lawsuits, cost of damages, losses and expenses related to any injury to persons and/or property occurring on or about the premises related to any and all utility services on or in the Leased Premises.

CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In any unit covered by an association or controlling entity such as a condominium, homeowner's or other similar association, the lease shall be subject to the Declaration pertaining thereto and the rules and regulations of the association and its board of directors thereunder and, further, the LANDLORD shall be responsible for providing BROKER and/or BROKERAGE FIRM with all current rules and regulations, and for payment of any recreation fees, liens, deposits, and/or other fees, fines levied by the association, or assessments and LANDLORD agrees to abide by and comply with any such rules and regulations and further to defend, indemnify and otherwise hold BROKER and BROKERAGE FIRM harmless from any and all claims, suits, cost of damages, losses and expenses arising from any injury to persons and/or property occurring on or about the premises related to condominium and/or homeowners association regulations, rules, and bylaws as well as any and all liens, charges, fines or other expenses arising from LANDLORD's failure to so comply. In the event a TENANT fails to comply with the rules and regulations and the association or board levies fines or assessments against the LANDLORD, LANDLORD agrees that BROKER and/or BROKERAGE FIRM is in no way liable for the payment of any fees, fines, or assessments imposed by the homeowner's association or condominium association. LANDLORD agrees to further defend, indemnify, and hold BROKER and BROKERAGE FIRM harmless for any fees, fines, or assessments and also to the extent a condominium association, homeowner's association, or other controlling entity requires approval of the TENANT and this approval is not granted or is delayed by such entity. In the event LANDLORD receives any correspondence from an association regarding any problems with a TENANT, rule, and/or regulation change, LANDLORD shall immediately forward such correspondence to BROKER and/or BROKERAGE FIRM and confirm receipt by same.

FURNISHINGS/WARRANTIES/KEYS/PERSONAL PROPERTY: It is LANDLORD's sole responsibility to keep an inventory of the contents of the Leased Premises, including, but not limited to, furnishings, keys, and personal property of any kind. LANDLORD is also to deliver copies to BROKER or BROKERAGE FIRM any Service Contracts or Warranties that exist. If no Warranties or Service Contracts are received at the time this agreement is executed, BROKER and BROKERAGE FIRM shall assume none exist.

(Specify number below)

LANDLORD will provide _____ full set of house keys _____ mail keys _____ garage door remotes _____ gate clickers _____ amenity passes _____ Other (list) _____

LANDLORD will provide at least one gate opener or garage door opener, if applicable, to the BROKER or BROKERAGE FIRM. In unfurnished units, LANDLORD will provide basic window treatments and necessary hardware or authorize BROKER or BROKERAGE FIRM to purchase and install same. Screens on all windows are required by Florida law and all windows and doors must be operational. If TENANT demands screens or window repairs, LANDLORD agrees that BROKER and/or BROKERAGE FIRM is authorized to purchase screens and/or make window repairs or replacements at LANDLORD'S expense. LANDLORD understands that it is not advisable to leave any personal property on the premises and LANDLORD shall defend, indemnify and hold BROKER and BROKERAGE FIRM harmless for any loss of use of that personal property for any reason as well as for any and all losses and/or liabilities in any way arising out of furnishings, keys, and personal property.

LANDSCAPING: Even if the TENANT is responsible in the lease agreement for landscaping, LANDLORD understands and agrees that drought, pests and TENANT neglect is common and it is extremely difficult to expect the TENANT to maintain the landscaping as well as would the LANDLORD. LANDLORD is urged to have professional lawn/landscaping service and further agrees to defend, indemnify, and otherwise hold BROKER and BROKERAGE FIRM harmless from any and all claims that in anyway arise from the landscaping of the Leased Premises, including but in no way limited to, claims of personal injury, property damage or other claims of any type with respect to the maintenance, security, or damages to landscaping.

REKEYING: BROKER and BROKERAGE FIRM are given the authority to Re-Key the outside access doors at the discretion of BROKER and BROKERAGE FIRM but at LANDLORD'S expense. BROKER and BROKERAGE FIRM will not provide LANDLORD with keys to the Leased Premises while the Leased Premises are occupied due to liability to the LANDLORD, BROKER and/or BROKERAGE FIRM.

ADVERTISING: BROKER and BROKERAGE FIRM use many methods to advertise the Leased Premises for rent and LANDLORD gives BROKER and BROKERAGE FIRM the authority to use all legal means of advertising at the choosing of the BROKER and BROKERAGE FIRM. In the event special advertising is desired by LANDLORD or necessary in the opinion of BROKER or BROKERAGE FIRM, LANDLORD may be presented with additional forms and means of advertising and if LANDLORD chooses, these methods can be used at LANDLORD'S expense. BROKER and BROKERAGE FIRM is not under any obligation to advertise the specific property being managed but may choose to do so.

MANAGEMENT FEES, OTHER FEES AND COMMISSIONS: BROKER and BROKERAGE FIRM shall be entitled to a commission from the rent monies collected from the TENANT, or retained from the security deposit or last month's rent, if owed by the TENANT upon vacating, and shall retain any charges deemed "additional rent" or fees in the lease agreement including but not limited to renewal fees, month to month fees, application fees, a/c filter charge fees, nonrefundable pet fees minus any pet damages and late fees/charges. All Late charges or fees owed by any TENANT shall be collected at the sole discretion of the BROKER and/or BROKERAGE FIRM unless otherwise agreed upon with LANDLORD, the BROKER shall retain any such charges, fees, charges, and late fees even though they may be defined as "additional rent" in the lease agreement which allows these sums to be placed on a Three-Day Notice or other notice to pay rent as given by law.

All fees or commissions are due to the BROKER or BROKERAGE FIRM whether either procures the TENANT or LANDLORD procures the TENANT unless otherwise agreed to in writing. If there are accumulated late charges at the end of the tenancy, BROKER or BROKERAGE FIRM may, at its discretion, retain these funds from the security deposit, first applying security deposit funds to damages or amounts due to the LANDLORD and then applying accumulated late charges to the deposit and retain the same.

ACCOUNT SET UP & PROCUREMENT FEE: LANDLORD agrees to pay BROKER or BROKERAGE FIRM a one-time fee of (complete one) _____% of a full month rent equivalent or \$ _____ upon each initial account set-up upon the TENANT(S) taking possession of the rental for compensation of the initial account set up, marketing, processing, signage, and other activities completed to establish new accounts/leases and finding the TENANT(S).

EXISTING ACCOUNTS PROCUREMENT FEE: LANDLORD agrees to pay BROKER OR BROKERAGE FIRM a fee of (complete one) _____% of a full month rent equivalent or \$_____ upon each TENANT(S) taking possession of the rental following the initial ACCOUNT SET UP & PROCUREMENT FEE for marketing, processing, signage, and other activities completed to establish new lease and finding the TENANT(S).

LEASE RENEWAL FEE: LANDLORD agrees to pay BROKER or BROKERAGE FIRM a LEASE RENEWAL FEE of (complete one) _____% of a full month's lease or \$_____ each time the lease agreement is renewed with the same TENANT(S) or the lease is assigned by the TENANT(S) with LANDLORD'S permission.

COMMISSION: BROKER or BROKERAGE FIRM shall be entitled to a commission of (complete one) _____% of rents or money paid by the TENANT or any party or \$_____ each month or in the event of a full or partial buy out of the lease by the TENANT. If the TENANT(S) prepays rent in advance, such rent must be held in escrow and will be distributed to LANDLORD minus the commission and any money owed by LANDLORD each month when it becomes due.

COOPERATION AND COMPENSATION WITH OTHER BROKERS: BROKER and BROKERAGE FIRM'S policy is to cooperate with all other BROKERS except, when not in the LANDLORDS best interest, and to offer compensation in the amount of _____% of the first month's rent or \$_____ to TENANT'S agent, who represent the interest of the TENANT, and not the interest of LANDLORD in a transaction; and to offer compensation in the amount of _____% of the first month's rent or \$_____ to a BROKER who has no BROKERAGE relationship with the TENANT or LANDLORD; and to offer compensation in the amount of _____% of the first month's rent or \$_____ to transaction BROKERS for the TENANT.

None of the above (if this is checked, the Rental Listing cannot be placed in the MLS.)
 Check this box if the Cooperating BROKER Fee is charged as an additional fee to the LANDLORD.

INSTALLATION OF KEY BOX/LOCK BOX AND SELF SHOWING SYSTEMS : BROKER and/or BROKERAGE FIRM may utilize a Key Box/Self Showing product/manual nonelectronic product/ electronic product or system for the convenience and use of any BROKER, BROKERAGE FIRM, agents, employees and assigns, as well as prospective TENANTS, purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties to show and/or grant access of the property to prospective TENANTS, purchasers, inspectors, contractors, exterminators, appraisers or other necessary parties. LANDLORD agrees for himself, his heirs and assigns to hold harmless BROKER and BROKERAGE FIRM, vendors, cooperating BROKERS and other agents from all claims, loss or liability arising from the use of said Key Box/Self Showing product/manual nonelectronic product/electronic product or system. LANDLORD shall defend, indemnify and otherwise hold BROKER and/or BROKERAGE FIRM harmless from any and all claims, arising from any acts related to the accessing of the property that include, but are not limited to, vandalism or theft arising by access and/or misuse of the key, by an automated or electronic lockbox system, self-showing product, manual nonelectronic product, physically delivered the key in person or by mail, any other method of delivery or failure of the prospect or any third party to relock the premises, copying of key(s) and/or by breaking and entering.

ELECTRONIC DISPLAY: (mark one of the following):

- 1) LANDLORD authorizes BROKER to display all listing content relating to the Property on any electronic display without restriction except that information deemed confidential by NEFMLS; or
- 2) LANDLORD authorizes BROKER to display all listing content relating to the Property on any electronic display without restriction except that information deemed confidential by NEFMLS and the street address of the property; or
- 3) LANDLORD does not authorize BROKER to display listing content relating to the Property on an electronic display except internally within the NEFMLS system. LANDLORD understands and acknowledges that if LANDLORD has selected this option consumers who conduct searches for listings on an electronic display will not see information about the Property in response to their search. If LANDLORD withholds consent for listing content display on all electronic displays except BROKER'S, BROKER may take the listing, but it is not eligible for inclusion in the MLS. If

either box 1 or box 2 above is marked, LANDLORD must complete both of the following two selections:

LANDLORD (mark one) ___ does or ___ does not allow an electronic display to perform and display an Automated Valuation Model (AVM) estimate of the market value of the Property or to link to any display to obtain such estimate.

LANDLORD (mark one) ___ does or ___ does not allow third parties to write comments, reviews or blogs concerning the Property or to link to an electronic display to obtain such comments, reviews, or blogs on an electronic display.

VACANT UNITS: Vacant units are increasingly subject to vandalism, squatters, theft and damage and loss including but not limited to air conditioning compressors. Under no circumstances will BROKER or BROKERAGE FIRM be held liable for any loss or damage to the vacant premises. LANDLORD is aware that often homeowner's insurance may not cover vacant properties and should consult their insurance agent.

INTERNATIONAL LONG-DISTANCE PHONE AND CERTIFIED MAIL: LANDLORD shall not be charged for interstate or intrastate long-distance calls, only international calls. If any mail is necessary to send certified to a TENANT, LANDLORD shall be charged for same.

LEASE SIGNING AND POWER OF ATTORNEY: BROKER or BROKERAGE FIRM MUST BE GIVEN Specific Power of Attorney to sign any lease on LANDLORD's behalf. The Managing BROKER'S signature is required for Power of Attorney. (Managing Broker's initials required)
_____ Managing BROKER authorizes Power of Attorney for signing lease (required only when POA is being used on the lease).

CREDIT REPORTS: Due to laws, which affect disclosure of private and credit information, LANDLORD shall not be provided with any TENANTS' credit report and/or application.

CREDIT REPORTS & AGENT RESPONSIBILITY: BROKER and BROKERAGE FIRM acknowledge they take full responsibility for any liability and damage due to the improper release of credit and application information. BROKER and BROKERAGE FIRM acknowledge they cannot provide LANDLORD with any TENANT(S) credit report and/or application unless specifically authorized in writing by such a TENANT and the provider of the credit report. BOTH THE TENANT AND CREDIT REPORTING AGENCY WOULD HAVE TO PROVIDE AUTHORIZATION IN WRITING.

BROKER, BROKERAGE FIRM and LANDLORD both understand and agree that BROKER and BROKERAGE FIRM cannot release the TENANTS' credit report.

TENANT'S SECURITY DEPOSIT, DAMAGES, IDENTITY THEFT or MISSING ITEMS: BROKER and BROKERAGE FIRM are not responsible for damages to the premises under any circumstance or for items missing, switched out, lost or damaged under any circumstances, including but not limited to, theft, vandalism or negligence of a TENANT or their guests. In the event a TENANT damages the premises or owes any money to the LANDLORD, BROKER and BROKERAGE FIRM are given the EXCLUSIVE authority to determine, in its professional judgment, the amounts due, charge the TENANT accordingly as per Florida Statutes 83.49 (Florida Residential Landlord & Tenant Act), and/or settle with the TENANT. BROKER and BROKERAGE FIRM is given the power to make claims upon the security deposit on behalf of LANDLORD and BROKER and BROKERAGE FIRM shall not be held liable for any failure to make claim(s) on any damages which were not readily apparent to BROKER or BROKERAGE FIRM. LANDLORD understands and agrees that the Security Deposit belongs, in full, to the TENANT unless a claim is made upon the Security Deposit and BROKER is hereby granted sole authority to make claims as BROKER and BROKERAGE FIRM deem appropriate. LANDLORD shall not interfere with this process and shall accept BROKER'S claim, if any, on the Security Deposit. BROKER and BROKERAGE FIRM are not responsible for identity theft or fraud by any TENANT and cannot guarantee any TENANT will pay rent or money owed.

POOLS: LANDLORD shall maintain a professional licensed bonded pool service for the pool (if one exists) at LANDLORD'S expense. If the property is vacant or the lease requires the TENANT to maintain this service and the TENANT fails to do so, TENANT shall be in breach of the lease agreement and BROKER may hire a pool service at LANDLORD'S choosing to avoid damage to

the pool. Fair Housing laws prohibit us from requiring a TENANT to sign any type of liability waiver or deny families with children to rent due to the pool. If LANDLORD has a pool, BROKER and BROKERAGE FIRM recommend that LANDLORD raise its insurance coverage. To the extent the Leased Premises has a swimming pool, neither BROKER or BROKERAGE FIRM are responsible for the care, maintenance or safety of same and LANDLORD agrees to defend, indemnify, and otherwise hold BROKER and/or BROKERAGE FIRM harmless from any and all claims arising from personal injury, death, property damage or damages of any kind to any TENANT, TENANT's property and/or TENANT's guests and their respective property, as well as any vendors, cooperating BROKERS or other agents to whom access to the premises is granted by any TENANT, BROKER or BROKERAGE FIRM.

HURRICANES, TROPICAL STORMS, FREEZES, ACTS OF GOD: BROKERAGE FIRM 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, tornadoes, sinkholes, regardless of the presence of hurricane shutters or similar devices on the premises. LANDLORD hereby agrees to be responsible, in conjunction with any TENANT, for the security and prevention of any property damage or damages of any kind that in any way arise out of such events and to further defend, indemnify and otherwise hold BROKER and/or BROKERAGE firm harmless from same.

BROKER'S AUTHORITY: BROKER and BROKERAGE FIRM are granted by the LANDLORD the right to conduct a background check on the any TENANTS as the BROKER or BROKERAGE FIRM deem necessary, to screen and approve or disapprove prospective TENANTS, to collect all rental and other funds that may be due to LANDLORD, to cooperate with other BROKERS or assigns or sell the term of the lease account as BROKER or BROKERAGE FIRM 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 and BROKERAGE FIRM deem necessary for the property with the exception of authority or responsibilities expressly retained by LANDLORD in writing. If an applicant does not meet BROKER or BROKERAGE FIRM's rental criteria and BROKER or BROKERAGE FIRM feel that LANDLORD may wish to override BROKER or BROKERAGE FIRM's judgment, LANDLORD may be given the opportunity to approve applicant based upon the information that BROKER and BROKERAGE FIRM supply LANDLORD but to the extent LANDLORD elects to override BROKER or BROKERAGE FIRM's judgment the LANDLORD does so at its sole risk. BROKER and BROKERAGE FIRM are given the exclusive right to deliver, on LANDLORD's behalf, any default notices to a TENANT as may be necessary. In order to minimize legal disputes and liability to both the LANDLORD, BROKER and the BROKERAGE FIRM, BROKER and BROKERAGE FIRM retain the SOLE AND EXCLUSIVE RIGHT to refund ANY deposits in full or part to an applicant or TENANT who has or has not signed a lease agreement upon the advice of BROKER or BROKERAGE FIRM's legal counsel or BROKER, or BROKER's sole determination and LANDLORD agrees to defend, indemnify and otherwise hold BROKER and BROKERAGE FIRM harmless for same.

REPAIRS AND EMERGENCIES: BROKER and BROKERAGE FIRM are given the right to spend, at their discretion and without the necessity of permission by, or notification to, the LANDLORD, an amount not to exceed \$ _____ (if left blank \$300) in any 30 day period during this agreement to purchase items, cleaning, make repairs, and pay for same out of LANDLORD's funds, and, if inadequate, LANDLORD shall be billed for the difference OR the funds may be retained from the rent payment held or received and not yet disbursed to LANDLORD. After a TENANT vacates and funds become available for use from the TENANT's security deposit, BROKER and BROKERAGE FIRM are given the right to spend up to the full amount of the monies claimed from the TENANT(S) security deposit PLUS the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, LANDLORD shall be billed for the difference. In case of emergency, i.e., air conditioning, heat, refrigerator, range, leaks, plumbing or any other repair the BROKER and/or BROKERAGE FIRM deem an emergency and/or necessary to BROKER and/or

BROKERAGE FIRM's sole judgment for the safety of the TENANT(s) or the welfare of the property, BROKER and/or BROKERAGE FIRM has authority to institute repairs, even if over the aforementioned limit and LANDLORD agrees to be responsible for the sums expended. BROKER

and BROKERAGE FIRM is not required to hire vendors to institute emergency repairs if LANDLORD has not approved the emergency repair or provided the necessary funds but may do so at BROKER or BROKERAGE FIRM's discretion with LANDLORD defending, indemnifying, and otherwise holding BROKER and BROKERAGE FIRM harmless for failure to do so. The LANDLORD is responsible for general maintenance and repair of the property including defects and dangerous conditions as well as the oversight and timeliness of any repairs needed to be done on the property and fully agrees to defend, indemnify and otherwise hold BROKER and BROKERAGE FIRM harmless for any and all injuries, damages or claims of any kind in any way arising from any and all repairs to the property or repairs needed to the property. LANDLORD acknowledges BROKER and BROKERAGE FIRM do not have control of the home and/or property. Landlord acknowledges BROKER and BROKERAGE FIRM are not responsible for the maintenance and repair of the home and/or property. LANDLORD acknowledges BROKER and BROKERAGE FIRM are not responsible for inspecting the property for defects and dangerous conditions. LANDLORD acknowledges no verbal or written inspection criteria exists regarding the home and/or property. LANDLORD acknowledges BROKER and BROKERAGE FIRM are deemed to have no negligence related to the condition of the property, repairs to the property, injuries sustained on the property.

WARRANTIES AND HOME WARRANTIES: LANDLORD shall notify BROKER or BROKERAGE FIRM, in writing, if there is any kind of home warranty/service contract in force and also if any items in or on the premises is covered by any warranty/service contract with warranty/service contract information and expiration date. LANDLORD is advised that home warranties specifically and warranties/service contracts in general can cause serious legal problems when they need to be used. LANDLORD agrees that in the event that a warranty/service contract or home warranty causes a delay or cannot repair or replace promptly, LANDLORD gives the BROKER and BROKERAGE FIRM the right to get the repair or replacement completed as per the REPAIRS and EMERGENCIES paragraph contained in this agreement. BROKER and BROKERAGE FIRM do not recommend that LANDLORD rely, in any way, on a home warranty. LANDLORD further agrees that in the event that a warranty, service contract or home warranty does not result in a timely repair, replacement or other resolution that this is in no way the fault or responsibility of BROKER or BROKERAGE FIRM and that to the extent any injury, death or damage arises from same that LANDLORD will defend, indemnify and otherwise hold BROKER and/or BROKERAGE FIRM harmless from claims arising from same.

TENANT COMPENSATION: BROKER and BROKERAGE FIRM are given the authority to use LANDLORD'S funds to pay for up to three nights hotel for a TENANT and/or abate a TENANT's rent for up to one week, without LANDLORD'S permission, if in the opinion of BROKER or the BROKERAGE FIRM the TENANT has suffered or will suffer an inconvenience or diminishment in value of the premises due to some unforeseen problem including, but not limited to, tenting of the premises for termites, major plumbing, or structural repairs. This is to help reduce the chance of litigation against the LANDLORD and encourage the TENANT's cooperation.

Although BROKER and BROKERAGE FIRM may assist in facilitating repairs, inspections, maintenance and cleanings, LANDLORD agrees that neither BROKER or BROKERAGE FIRM are in any way liable as a result of same or failure to do same and LANDLORD further agrees to defend, indemnify, and hold BROKER and BROKERAGE FIRM harmless from any and all injuries, death, damages or claims of any kind that, in any way, arise from a decision to, or not to, make repairs, inspect, maintain or clean the Leased Premises.

Unless LANDLORD has notified BROKER or BROKERAGE FIRM in writing prior to the commencement of repairs to use someone else that LANDLORD has selected, BROKER or BROKERAGE FIRM will make arrangements with the third party directly. LANDLORD agrees that LANDLORD shall pay such third party directly and shall defend, indemnify and hold BROKER and BROKERAGE FIRM harmless for payment of same or for said vendor's failure to abide by state, local or federal law or in the event of pre-1978 properties, the failure of such vendor to not be certified under the Federal RRP Rules.

At BROKER or BROKERAGE FIRM's option, if there are not sufficient funds to make a repair, BROKER or BROKERAGE FIRM can require payment by LANDLORD prior to making the repairs. LANDLORD acknowledges BROKER and BROKERAGE FIRM do not have control of the home and/or property. LANDLORD acknowledges BROKER and BROKERAGE FIRM are not responsible for the maintenance and repair of the home and/or property. LANDLORD acknowledges BROKER and BROKERAGE FIRM are not responsible for inspecting the property for defects and dangerous conditions, and further that no verbal or written inspection criteria exists in regards to the Leased Premises. LANDLORD acknowledges BROKER and BROKERAGE FIRM are deemed to have no negligence related to the condition of the property, repairs to the property, injuries sustained on the property and are to be defended, indemnified and otherwise held harmless for any injuries, damages or claims of any kind that in any way arise out of inspections, repairs or failure to inspect or repair.

PROCEEDS AND DEPOSITS: BROKER and BROKERAGE FIRM shall send LANDLORD the proceeds collected from the rental of the property minus the rental commission, fees and any costs and expenses provided for in this agreement when monies have cleared the BROKER or BROKERAGE FIRM's bank. If either does disburse money to the LANDLORD before funds have cleared and/or if the funds paid to BROKER or BROKERAGE FIRM come back NSF, stop payment, ACH reversed, there is a credit card chargeback or funds are otherwise not available and BROKER or BROKERAGE FIRM has already disbursed funds to LANDLORD, LANDLORD agrees to immediately refund that amount paid to them to BROKER or BROKERAGE FIRM. All further rent money received, if any, will be held by BROKER or BROKERAGE FIRM to replenish this if LANDLORD does not comply and if no funds are received LANDLORD will be liable to pay the money owed to BROKER or BROKERAGE FIRM immediately. BROKER or BROKERAGE FIRM may send LANDLORD proceeds by check, direct deposit or ACH and also may send all statements by email to LANDLORD. LANDLORD shall provide BROKER or BROKERAGE FIRM with all necessary information for ACH deposits. If BROKER or BROKERAGE FIRM has sent proceeds to LANDLORD and the TENANT payment is not honored, LANDLORD shall immediately refund such payment to BROKER or BROKERAGE FIRM upon demand. Proceeds shall be made payable to the entity that owns the premises. Any deviation from this must be from the direction of a Certified Public Accountant. If the premises are owned by a husband and wife and one spouse dies during the term of this agreement, extensions or any renewals LANDLORD directs BROKER or BROKERAGE FIRM to remit proceeds to the surviving spouse. In the event a prospective TENANT places a good faith or holding deposit with BROKER or BROKERAGE FIRM and fails to take possession, said deposit shall be retained by BROKER or BROKERAGE FIRM. In the event a TENANT vacates voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, LANDLORD agrees that BROKER or BROKERAGE FIRM are entitled to a commission on any monies received in the percentage as set forth below and agrees to remit same to BROKER or BROKERAGE FIRM.

NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER or BROKERAGE FIRM, notice must be in writing and mailed certified return receipt requested to BROKER or BROKERAGE FIRM's address, and deemed delivered upon actual physical receipt thereof, not date of mailing. In certain instances, BROKER or BROKERAGE FIRM may request communication by email, mail or fax and if so, such communication shall be binding and legally sufficient if receipt by BROKER or BROKERAGE FIRM is acknowledged in writing or my email. If communication is by email, it will not be valid unless BROKER or BROKERAGE FIRM has responded by email affirming that the communication was received.

ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: TENANTS are increasingly suing property owners and BROKERS for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, bedbugs, termites, allergens, and other hazards which may be present on the premises. LANDLORD affirms no such hazards are known by LANDLORD to be present on the premises at this time. LANDLORD shall defend, indemnify and hold BROKER and BROKERAGE FIRM harmless for all injuries, damages and/or claims of any kind that in any way arise out of environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, bedbugs, termites, allergens and other hazards which may be present on the premises.

In the event a TENANT complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, LANDLORD agrees to pay for an inspection by a certified inspector to help defend LANDLORD, BROKER and BROKERAGE FIRM from claims made by the TENANT and/or TENANT's guests. Such inspection will not be performed unless the LANDLORD is notified first and authorizes the inspection.

PRE-1978 PROPERTIES: Federal EPA rules require BROKER and BROKERAGE FIRM 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) OWNERS may not use any friends, vendors, handyman who are not properly certified to make the repair. LANDLORD grants BROKER and BROKERAGE FIRM permission to sign the Lead Based Paint Disclosure as agent for LANDLORD.

UNIT WAS BUILT PRIOR TO 1978 __ YES __ NO

LANDLORD CONTACT WITH TENANT(S): LANDLORD agrees and understands that if LANDLORD has any contact with the TENANT in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the LANDLORD will have to testify in person in court. BROKER and BROKERAGE FIRM strongly urges that all contact with TENANT be made by and through BROKER or BROKERAGE FIRM. LANDLORD agrees that contact with the TENANT may be grounds for BROKER or BROKERAGE FIRM terminating this agreement and continuing to hold LANDLORD liable for all commissions due.

COLLECTIONS and SMALL CLAIMS COURT CASES: BROKER and BROKERAGE FIRM are not attorneys or licensed debt collectors and shall not engage in any collection activity including but not limited to Small Claims Court cases or placing the account with a collection agency for LANDLORD, for monies that may be owed by a TENANT, after a TENANT vacates, or for prosecuting a TENANT that have checks or money orders that were returned for NSF, Closed Account or Stop Payment. LANDLORD may hire a collection agency or attorney of their choosing, at their cost. Any institution of eviction or damage proceedings against TENANT, through the courts or otherwise, must be taken by the LANDLORD individually or, with the permission of LANDLORD, BROKER or BROKERAGE FIRM shall hire an eviction attorney to perform the eviction. Costs and Attorney's Fees to evict a TENANT or otherwise will be paid by LANDLORD in advance and when due and LANDLORD agrees to defend, indemnify and hold BROKER and BROKERAGE FIRM harmless for same.

DISPUTE RESOLUTION: This Agreement will be construed under Florida law. All disputes between BROKER, BROKERAGE FIRM and LANDLORD 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 and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

Arbitration: 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.

FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS: In the event the property becomes subject to liens and/or foreclosure proceedings and/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed, LANDLORD agrees that BROKER or BROKERAGE FIRM shall comply with any court

order and/or at BROKER and BROKERAGE FIRM's discretion disburse rent monies to the requesting party based on advice of BROKER or BROKERAGE FIRM's legal counsel. If any of the aforementioned occurs, LANDLORD gives BROKER and BROKERAGE FIRM the full right and authority to disburse the security deposit or advance rent held by BROKER or BROKERAGE FIRM to any party including the TENANT even if the TENANT is still residing on the premises or owes rent.

FACSIMILE AND ELECTRONIC SIGNATURES: THE PARTIES AGREE THAT THIS AGREEMENT MAY BE EXECUTED BY ELECTRONIC SIGNATURE OR BY FACSIMILE AND EXECUTION METHOD SHALL BE LEGALLY BINDING.

FAIR HOUSING NOTICE: IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING LAWS AND ANY STATE OR LOCAL LAWS OR ORDINANCES, please do not ask or expect us to place any restrictions on your property based on a prospective TENANT'S or occupant's race, color, religion, handicap, sex, national origin, familial status, sexual orientation or service member status. FEDERAL, STATE AND/OR LOCAL LAWS prohibit us from placing any such restrictions on the properties we handle for rent or illegally discriminating in any way.

LANDLORD Printed	Signature	Date
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LANDLORD Printed	Signature	Date
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LANDLORD Mailing Address _____

Phone Number	Email
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BROKER OR AGENT Printed Name	Signature	Date
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No changes may be made to the verbiage of this document without the approval and signature of James Angelo, Broker.