

**REALTOR® ASSOCIATION OF GREATER FORT LAUDERDALE, INC.**  
**AGREEMENT TO ENTER INTO A LEASE**  
 (This Is Not A Lease)

LESSEE \_\_\_\_\_ (“Tenant”), and  
 LESSOR \_\_\_\_\_ (“Landlord”)

agree to enter into a Lease upon the terms and conditions included in this Agreement.

1. **PROPERTY TO BE LEASED.** Property located in: \_\_\_\_\_ County, Florida, Property Description: \_\_\_\_\_ (“Property”).

- 1.1 FURNISHINGS. Property is: ( ) Unfurnished; ( ) Furnished; ( ) Inventory Attached; ( ) Subject to Inventory to be attached.
- 1.2 USE. Property to be used for \_\_\_\_\_ and for no other purposes.
- 1.3 OCCUPANCY. Property may be occupied by no more than \_\_\_\_\_ adults and \_\_\_\_\_ children.
- 1.4 PETS. No pets are allowed on property except: Number of pets \_\_\_\_\_, Description of pets \_\_\_\_\_ (color/breed/weight).
- 1.5 PARKING SPACES. Number of spaces \_\_\_\_\_; Location (or space #'s) \_\_\_\_\_.  
 Parking spaces may be subject to reassignment by Condo/Homeowner’s Association.
- 1.6 SIGHT UNSEEN. If Tenant waives the right to preview the Property prior to execution of this Agreement, Tenant cannot hold Landlord or Brokers responsible for esthetic deficiencies.

2. **LENGTH OF LEASE.** Lease commences \_\_\_\_\_, 20 \_\_\_\_ and ends \_\_\_\_\_, 20 \_\_\_\_.

3. **RENT. CLEARED FUNDS ARE REQUIRED BEFORE OCCUPANCY (CASH, WIRED FUNDS, MONEY ORDER, OR LOCAL CASHIER’S CHECK). ANY PERSONAL CHECKS MUST BE RECEIVED AT LEAST TEN (10) DAYS BEFORE OCCUPANCY.**

**ANNUAL (or longer): TOTAL RENT** . . . . .(\$ \_\_\_\_\_ )  
 Payable in installments of \$ \_\_\_\_\_ per month beginning \_\_\_\_\_, 20 \_\_\_\_ and on the same day of each month thereafter plus any prorated amounts at the beginning and end of the Lease.

**SEASONAL: TOTAL RENT** . . . . .(\$ \_\_\_\_\_ )  
 ( ) Payable in full on \_\_\_\_\_, 20 \_\_\_\_ , OR  
 ( ) Payable in installments of \$ \_\_\_\_\_ per \_\_\_\_\_ (“month” if this blank is not filled in) beginning \_\_\_\_\_, 19 \_\_\_\_ and on the same day of each \_\_\_\_\_ (“month” if this blank is not filled in) thereafter plus any prorated amounts at the beginning and end of the Lease.

\$ \_\_\_\_\_ First Month’s Rent  
 \$ \_\_\_\_\_ Rent for Partial Month at beginning  
 \$ \_\_\_\_\_ Rent for ( ) 2<sup>nd</sup> Month OR ( ) Last Month  
 \$ \_\_\_\_\_ Fee for Tenant Approval/Credit Check  
 \$ \_\_\_\_\_ Security Deposit for Lease Performance  
 \$ \_\_\_\_\_ Common Area Security Deposit  
 \$ \_\_\_\_\_ Pet Security Deposit–Refundable( )Yes( )No  
 \$ \_\_\_\_\_ Key/Access Device Security Deposit  
 \$ \_\_\_\_\_ TOTAL OF INITIAL MONIES DUE  
 \$ \_\_\_\_\_ Less: Initial Deposit Received  
 \$ \_\_\_\_\_ Less: Second Deposit Received  
 \$ \_\_\_\_\_ BALANCE DUE BY \_\_\_\_\_, 20 \_\_\_\_

\$ \_\_\_\_\_ Rent for Full Lease OR First Month  
 \$ \_\_\_\_\_ Sales/Tourist Tax if six (6) months or less  
 \$ \_\_\_\_\_ Rent for Partial Month at Beginning  
 \$ \_\_\_\_\_ Rent for ( ) 2<sup>nd</sup> Month OR Last Month  
 \$ \_\_\_\_\_ Fee for Tenant Approval/Credit Check  
 \$ \_\_\_\_\_ Security Deposit for Lease Performance  
 \$ \_\_\_\_\_ Common Area Security Deposit  
 \$ \_\_\_\_\_ Pet Security Deposit–Refundable( )Yes( )No  
 \$ \_\_\_\_\_ Key/Access Device Security Deposit  
 \$ \_\_\_\_\_ TOTAL OF INITIAL MONIES DUE  
 \$ \_\_\_\_\_ Less: Initial Deposit Received  
 \$ \_\_\_\_\_ BALANCE DUE BY \_\_\_\_\_, 20 \_\_\_\_

4. **EXPENSES TO BE PAID BY:** (check the appropriate items; leave blank if not applicable)

INSURANCE:	TENANT	LANDLORD	TAXES:	TENANT	LANDLORD
Contents	( )	( )	Real Estate	( )	( )
Fire/Extended Coverage	( )	( )	Personal Property	( )	( )
Flood	( )	( )	Sales/Tourist	( )	( )
Public Liability	( )	( )			
			<b>MAINTENANCE:</b>		
<b>UTILITIES:</b>			A/C & Heat Equipment	( )	( )
Cable TV	( )	( )	Appliances	( )	( )
Electric	( )	( )	Building Exterior	( )	( )
Gas/Fuel	( )	( )	Building Interior	( )	( )
Pest Control	( )	( )	Electrical	( )	( )
Telephone	( )	( )	Lawn	( )	( )
Trash Collection	( )	( )	Plumbing	( )	( )
Water/Sewer	( )	( )	Pool	( )	( )

Property Address: \_\_\_\_\_

5. **TIME IS OF THE ESSENCE FOR THIS AGREEMENT.**
6. **TIME FOR ACCEPTANCE:** If, by 5:00p.m. \_\_\_\_\_, 20\_\_\_\_\_, this offer is not executed by all parties and delivered to all parties or their agents, this offer is withdrawn and all deposits will be returned to Tenant.
7. **THIS "AGREEMENT TO ENTER INTO A LEASE" SHALL NOT HAVE THE EFFECT OF A LEASE.**
  - 7.1 **LEASE PROVIDED BY LANDLORD.** A Lease consistent with the terms in this Agreement shall be furnished by Landlord within, \_\_\_\_\_ days (five (5) banking days if this blank is not filled in) after the execution of this Agreement.
  - 7.2 **TENANT.** Tenant shall execute and deliver the Lease to Landlord within \_\_\_\_\_ days (five (5) banking days if this blank is not filled in) after the Lease is furnished to Tenant.
8. **SHOWING THE PROPERTY.** Tenant agrees to cooperate with Landlord and Landlord's Brokers to allow the Property to be shown to prospective buyers or tenants during the final sixty (60) days of the Lease.
9. **SECURITY DEPOSITS.**
  - 9.1 **SECURITY DEPOSITS ARE NOT RENT.** Security Deposits are not rent and will not be used to offset rent due. Security Deposits are held as a reserve to pay for damages and expenses which may result from Tenant's occupancy.
  - 9.2 **PAID TO LANDLORD.** Security Deposits shall be paid to Landlord by the escrow agent upon execution of the Lease or upon default by Tenant.
  - 9.3 **HELD BY LANDLORD.** Security Deposits shall be held by Landlord (or Landlord's designee) in a separate account in a Florida financial institution.
  - 9.4 **HELD BY ASSOCIATION.** If a Condo/Co-Op/Homeowner's Association is applicable to this Agreement, and if required by such Association, certain Security Deposits may be held by such Association.
  - 9.5 **REFUNDS.** Landlord is required to notify Tenant in writing by certified mail within fifteen (15) days after termination of the Lease of Landlord's intent to impose a claim on Tenant's Security Deposits. Final bills for expenses such as: utilities, repairs and cleaning may not be received for up to sixty (60) days and will be deducted from Tenant's Security Deposits, if not prepaid.
10. **OCCUPANCY WILL NOT BE PERMITTED WITHOUT ASSOCIATION APPROVAL.** If occupancy is contingent upon approval by a Condo/Co-Op/Homeowner's Association, Tenant agrees to apply for approval and pay any required application fee within \_\_\_\_\_ days (five (5) banking days if this bank is not filled in) and to make all reasonable efforts to obtain approval, including any required personal appearance and/or submission of personal financial information.
11. **INSPECTIONS.**
  - 11.1 **WALK-THROUGH INSPECTION.** Where required by law or requested in writing by Tenant, Landlord shall allow Tenant a walk-through inspection of the Property during normal business hours prior to occupancy. During this inspection, Landlord and Tenant may prepare a list of agreed deficiencies, if any. Tenant shall not be responsible for deficiencies on the agreed list during Tenant's occupancy or when Tenant's occupancy terminates, except deficiencies repaired by Landlord.
  - 11.2 **OCCUPANCY BEFORE INSPECTION.** If Tenant occupies the Property prior to agreement with Landlord on a list of deficiencies, Landlord and Brokers are released from all claims of pre-occupancy deficiencies.
  - 11.3 **INSPECTION DISPUTES.** If Landlord and Tenant are not able to agree on deficiencies, Landlord and Tenant may agree upon a qualified inspector whose decision regarding deficiencies shall be final. The cost of the inspector shall be borne equally by Landlord and Tenant. If Landlord and Tenant are unable to agree on an inspector nor on deficiencies, this Agreement shall terminate and all deposits shall be refunded to Tenant.
12. **INITIAL DEPOSITS.** Brokers are authorized to accept, receipt for and hold all money paid as initial deposits called for in this Agreement. The duties of Brokers relative to such deposits shall be in accordance with the laws of the State of Florida and the regulations of the Florida Real Estate Commission.
13. **USE RESTRICTION.** The Property is being leased subject to zoning ordinances, restrictions, limitations, easements, and public utilities of record; however, this Agreement is contingent upon the intended use as stated herein being permissible.
14. **BROKER'S DUTIES:**
  - 14.1 **FINDING A TENANT.** Brokers are employed only for the purpose of finding a Tenant satisfactory to Landlord.
  - 14.2 **BROKER'S ARE NOT PROPERTY MANAGERS.** Brokers shall NOT be responsible for management of the Property unless a separate property management agreement exists.
  - 14.3 **BROKER'S DO NOT COLLECT RENT.** Brokers shall NOT be responsible for collecting rent. (other than the initial deposits called for in this Agreement).
  - 14.4 **CARE/CUSTODY OF THE PROPERTY.** Brokers shall NOT have the responsibility for the care and custody of the Property and shall not be liable to Landlord or Tenant for any damages which occur to the Property unless caused by Brokers.
  - 14.5 **CREDIT/CHARACTER/FINANCIAL CHECKS BY BROKERS.** Brokers shall NOT be responsible to obtain credit, character or financial information on Tenant unless a fee is included under "Fee for Tenant Approval/Credit Check" and Landlord instructs Listing Broker to obtain such information. Upon delivery of such information to Landlord, Listing Broker shall be entitled to receive the "Fee for Tenant Approval/Credit Check." Brokers shall NOT be responsible to interpret such information.
15. **AUTHORIZATION FOR CREDIT/CHARACTER/FINANCIAL CHECKS.** Tenant hereby grants Landlord and/or Brokers permission to obtain credit, character, financial and other information about Tenant and to disclose such information to each other. In the event a fee is charged to Tenant under "Fee for Tenant Approval/Credit Check," Landlord and Tenant hereby authorize the Broker holding the initial deposit to withdraw the amount of such fee from such deposit and pay it to the Broker or other person who obtained such information.
16. **EFFECTIVE DATE.** The effective date of this Agreement shall be the day it becomes fully executed by all parties.
17. **FACSIMILES.** A legible facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.
18. **ASSIGNMENT.** This Agreement may not be assigned without the written consent of Landlord.
19. **DEFAULT.** In the event of default by either party, the rights of the non-defaulting party and Brokers shall be as provided herein and such rights shall be deemed to be the sole and exclusive rights in such event.
  - 19.1 **LANDLORD DEFAULT.** If Landlord fails to perform any of the terms and conditions of this Agreement, the security deposit and any prepaid rent shall be returned to Tenant upon demand, or Tenant shall have the right of specific performance. In addition, Landlord shall pay forthwith to Brokers the full Professional Fee.

- 19.2 **TENANT DEFAULT.** If Tenant fails to perform any of the terms and conditions of this Agreement, all monies paid or to be paid as deposits pursuant to this Agreement by Tenant shall be retained for the account of Landlord as consideration for the execution of this Agreement as agreed and liquidated damages and in full settlement of any claims for damages and specific performance by Landlord against Tenant.
- 19.3 **RETAINED DEPOSITS.** If deposits are retained by Landlord, Landlord agrees to pay to Brokers fifty percent (50%) of such deposits, but not exceeding the Professional Fee, as full consideration for Brokers' services, including Brokers' costs; and the balance shall be paid to Landlord.
20. **HAZARDOUS MATERIAL DISCLOSURE.** There are many hazardous materials that could affect the properties that Tenant may be shown or will inspect as a potential Tenant. The Broker will generally have no knowledge of these hazardous materials and does not have the technical expertise to advise you of their presence or to ascertain whether or not they are present. Hazardous substances in the home can include cleaning chemicals, paint, lawn and garden chemicals and a variety of indoor air pollutants that may accumulate in improperly ventilated buildings. Hazardous substances outside the home include those found in contaminated land water, landfills and other disposal sites, and industrial air and water emissions. Some of the more common hazardous substances are asbestos, groundwater contamination, lead base paint, urea formaldehyde foam insulation (UFFI) and radon gas. Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information about radon and radon testing may be obtained from your county public health unit. Generally additional information pertaining to those substances is available from the U.S. Environmental Protection Agency or the Florida Department of Health and Rehabilitative Services.
21. **LAWS AFFECTING THE PROPERTY AND THE TRANSACTION.**
- 21.1 **INCOME TAX WITHHOLDING.** The Internal Revenue Code requires the escrow agent on behalf of Tenant to withhold the appropriate amount of the gross rent on leases by certain foreign owners. This tax will be withheld unless Landlord has complied with the Internal Revenue Code prior to execution of the Lease. Landlord should contact an income tax professional for further information.
- 21.2 **FAIR HOUSING.** Landlord and Brokers shall comply with the 1968 Fair Housing Act as amended, which prohibits Landlord and Brokers from discriminating on the basis of race, color, creed, national origin, familial status, handicap, or sex.
- 21.3 **OTHER LAWS.** Landlord, Tenant and Brokers shall comply with all applicable laws, ordinances and regulations regarding the Property and this transaction.
22. **CONTRACT NOT RECORDABLE.** Neither this Agreement nor any notice shall be recorded in any public records.
23. **PERSONS BOUND.** The benefits and obligations of this Agreement shall inure to and bind the respective heirs, representatives, successors and assigns (when assignment is permitted) of the parties and/or Brokers hereto.
24. **GENDER.** Whenever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.
25. **ATTORNEY FEES.** In connection with any arbitration or litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees and legal assistant's fees, incurred in connection with such arbitration or litigation, including appellate and post judgment proceedings. Any such proceeding shall be brought in the county where the Property is located and shall be conducted according to Florida Statutes relating to arbitration or litigation. For the purposes of this section, Brokers shall be deemed to be parties.
26. **FINAL AGREEMENT AND SURVIVAL OF TERMS AND CONDITIONS.**
- 26.1 **FINAL AGREEMENT.** This Agreement is the final agreement of the parties, and no agreements or representations, unless incorporated in writing into this Agreement, shall be binding on Brokers or any of the parties. Typewritten provisions shall supersede printed provisions, and handwritten provisions shall supersede typewritten provisions. Handwritten and/or typewritten provisions may be inserted on this form or attached as addendum(s) or amendments.
- 26.2 **SURVIVAL OF TERMS AND CONDITIONS.** All terms and conditions included in this Agreement shall continue in full force and effect throughout the term of the Lease, except those terms and conditions which are specifically superseded or modified in the Lease.

**SPECIAL CLAUSES:**

Property Address: \_\_\_\_\_

**ADDENDUM(S) ATTACHED:** (CHECK ONE) (\_\_\_\_) NO, (\_\_\_\_) YES, Type of Addendum(s) \_\_\_\_\_

**THIS "AGREEMENT TO ENTER INTO A LEASE" SHALL NOT HAVE THE EFFECT OF A LEASE.**

TENANT \_\_\_\_\_

TENANT \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ 20 \_\_\_\_\_

DATE \_\_\_\_\_ 20 \_\_\_\_\_

SOCIAL SECURITY OR TAX ID # \_\_\_\_\_

SOCIAL SECURITY OR TAX ID # \_\_\_\_\_

DEPOSIT RECEIVED \_\_\_\_\_ 20 \_\_\_\_\_

held subject to this Agreement; if check, subject to clearance.

ESCROW AGENT \_\_\_\_\_

BY: \_\_\_\_\_

**ACCEPTANCE OF AGREEMENT AND PROFESSIONAL FEE.** Landlord hereby approves and accepts the offer contained herein and in this transaction recognizes as:

LISTINGBROKER \_\_\_\_\_ ("Listing Broker")

ADDRESS: \_\_\_\_\_ PHONE # \_\_\_\_\_ BROKER MLS ID # \_\_\_\_\_, PUBLIC ID # \_\_\_\_\_

AND RENTING BROKER: \_\_\_\_\_ ("Renting Broker")

ADDRESS: \_\_\_\_\_ PHONE # \_\_\_\_\_ BROKER MLS ID # \_\_\_\_\_, PUBLIC ID # \_\_\_\_\_

Listing Broker and Renting Broker are collectively referred to herein as ("Brokers").

(CHECK AND COMPLETE THE ONE APPLICABLE)

(\_\_\_\_) IF A WRITTEN LISTING AGREEMENT IS CURRENTLY IN EFFECT:

Landlord agrees to pay Brokers according to the terms of an existing, separate written professional fee agreement;

OR

(\_\_\_\_) IF NO WRITTEN LISTING AGREEMENT IS CURRENTLY IN EFFECT:

For securing this Tenant, Landlord agrees to pay Brokers, at the time of execution of the Lease or upon occupancy, whichever occurs first, a Professional Fee in the amount of:

(COMPLETE ONE ONLY): \_\_\_\_\_% of the total rental sum agreed OR \$ \_\_\_\_\_ for Brokers' services in effecting a Lease by finding this Tenant.

Landlord also agrees to pay Brokers, at the time of any renewal or extension of the Lease, the Professional Fee, prorated for any differences in the total rental sum agreed. Landlord agrees to pay the Professional Fee in full upon demand if Landlord fails or refuses to execute a Lease according to the terms of this Agreement, or if Landlord refuses to allow occupancy under the Lease. No part of the Professional Fee is refundable if Tenant's occupancy is terminated early. If the Property is sold to Tenant (or anyone purchasing for the benefit of Tenant) during Tenant's occupancy (or within 180 days thereafter), Landlord agrees to pay Brokers, at the time of the closing of such sale and from the disbursement of the proceeds of the such sale, a professional sales fee in the amount of \_\_\_\_\_% of the gross purchase price for Brokers' services in effecting the sale by finding a purchaser.

**THIS "AGREEMENT TO ENTER INTO A LEASE" SHALL NOT HAVE THE EFFECT OF A LEASE.**

LANDLORD \_\_\_\_\_

LANDLORD \_\_\_\_\_

ADDRESS \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ 20 \_\_\_\_\_

DATE \_\_\_\_\_ 20 \_\_\_\_\_

SOCIAL SECURITY OR TAX ID # \_\_\_\_\_

SOCIAL SECURITY OR TAX ID # \_\_\_\_\_

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT.** If it is not fully understood, seek the advice of an attorney prior to signing. This form has been approved by the REALTOR® Association of Greater Fort Lauderdale, Inc. Approval does not constitute an opinion that any of the terms and conditions included in this form should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objections, and bargaining positions of all interested parties.