

REALTOR[®] Association of Greater Fort Lauderdale, Inc.
EXCLUSIVE BROKER RESIDENTIAL RENTAL LISTING CONTRACT

MLS NUMBER: _____

OWNER(S) NAME: _____ (“Owner”)

LISTING OFFICE: _____ (“Listing Broker”)

1. AGREEMENT TO LIST. In consideration of Listing Broker’s agreement to list and use Listing Broker’s efforts to secure a lessee for the following Property

PROPERTY DESCRIPTION _____

and Listing Broker’s further agreement to cooperate with other REALTORS[®] or real estate brokers (collectively “Other Brokers”) and in further consideration of Listing Broker paying the fee for the distribution of information about the Property to participants of the REALTOR[®] Association of Greater Fort Lauderdale, Inc. and its Multiple Listing Service (“MLS”), Owner hereby gives Listing Broker the exclusive right and authority to offer the Property for lease at the following price and terms, or at any other price and terms acceptable to Owner, and this exclusive right and authority shall expire at midnight on the expiration date listed below:

EXPIRATION DATE: _____

Owner warrants having legal authority and capacity to lease the Property. Owner warrants there is no pending litigation which may affect the Property, including but not limited to: divorce, foreclosure or bankruptcy. Owner and Listing Broker agree that the Property is available for lease subject to all applicable laws, ordinances and rules governing the leasing of the Property, including but not limited to: equal housing opportunity, dangerous substances, zoning and Condo/Co-op/Homeowner’s Association by-laws and rules.

2. CONDO/CO-OP/HOMEOWNERÆS ASSOCIATION APPROVAL.

(CHECK ONE) () YES, () NO; Tenants must be approved by an Association.

3. TERMS.

3.1 Rental Period and Rate.

Lease Period (number of months): Minimum _____; Maximum _____.

Monthly Rent \$ _____; OR Other Period \$ _____ per _____;

OR Seasonal Rent \$ _____ (rent for entire period is due prior to occupancy);

“Season” begins _____, _____ and ends _____, _____.
(Month/Day) (Year) (Month/Day) (Year)

3.2 Deposits, Advance Rents, Fees to be paid by Tenant:

(CHECK & COMPLETE ALL APPLICABLE)

() \$ _____ Owner’s Security Deposit (1 month rent if amount not filled in);

() \$ _____ Association Security Deposit;

() \$ _____ Association Application Fee

() \$ _____ Pet Deposit, Pet Restrictions:

() \$ _____ Key/Access Device Deposit

() \$ _____ Membership Fees/Transfer Fees

() \$ _____ Other Deposit (description):

() \$ _____ First Month’s Rent

() \$ _____ Rent for () Second Month OR () Last Month.

3.3 Sales/Tourist Tax. (CHECK ONE) () Owner OR () Listing Broker shall be responsible to collect and remit Sales/Tourist tax on leases of 6 months or less.

Property Address: _____

4. PERSONAL PROPERTY INCLUDED. (CHECK ONE)

4.1 () Property is furnished; Owner agrees to furnish Listing Broker with a complete inventory of all personal property (including appliances not built-in) within ten (10) days after the effective date of this Listing Contract

4.2 () Property is not furnished; list personal property included (include appliances which are not built-in)

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

INSURANCE	TENANT	OWNER	TAXES:	TENANT	OWNER
Contents	()	()	Real Estate	()	()
Fire/Extended Coverage	()	()	Personal Property	()	()
Flood	()	()	Sales/Tourist	()	()
Public Liability	()	()	MAINTENANCE:		
UTILITIES:			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	()	()

6. PROFESSIONAL FEE.

6.1 LEASE. For securing a lessee for Property, Owner agrees:

6.1.1 INITIAL LEASE. To pay Listing Broker at the time of closing of the lease of the Property and from the disbursement of the proceeds of the lease, a professional fee in the amount of **(COMPLETE ONE)** \$ _____ OR _____ % of the total rental amount agreed and a transaction fee of \$ _____ (collectively "Fee") for Listing Broker's services in effecting a lease by finding a lessee ready, willing and able to lease the Property according to the terms acceptable to Owner.

6.1.2 EXCLUSIVE BROKER. To pay the Fee whether the lessee is secured by Listing Broker or Other Broker or by any other person other than Owner at any terms acceptable to Owner.

6.1.3 RENEWAL To pay Listing Broker, at the time of any renewal or extension of a lease resulting from this Listing Contract, the Fee, prorated for any difference in the total rental amount agreed.

6.1.4 PROTECTION PERIOD.

6.1.4.1 To pay the Fee if the Property is leased within _____ days (180 days if this is left blank) after the Expiration Date or any extension thereof to anyone to whom Listing Broker (or Other Brokers working through Listing Broker) has introduced the Property prior to the Expiration Date, provided Owner has received notice in writing, including the _____ names of the prospective lessees, before or upon termination of this Contract or any extension thereof (written offers shall constitute notice).

6.1.4.2 However, Owner shall not be obligated to pay the Fee under this section if an exclusive valid listing is entered into during the term of this protection period with another licensed real estate broker, and the lease is made _____ before the expiration of that listing.

6.1.5 REPRESENTATION. Listing Broker may also represent the lessee, and Listing Broker may change Listing Broker's status to act as a Transaction Broker without affecting Owner's obligation to pay the Fee, provided Listing Broker complies with the law. Listing Broker may also receive compensation from other parties without affecting Owner's obligation to pay the Fee.

6.1.6 LISTING BROKER'S DUTY. Listing Broker shall have earned the Fee upon procuring a lessee ready, willing and able to lease the Property; Listing Broker shall have no duty to supervise repairs, collect rents or insure that tenants fulfill their lease obligations.

6.2 SALE.

6.2.1 SALE TO A LESSEE If the Property is sold to a lessee, assignee or occupant (or to any of their family members or to any business entity owned or controlled by lessee, assignee or occupant) during lessee's occupancy or within 180 days thereafter or to anyone introduced to the Property by or through Listing Broker, to pay Listing Broker, at the time of closing of the sale of the Property and from the disbursement of the proceeds of the sale, a sales professional fee ("Sales Fee") in the amount of **(COMPLETE ONE)** \$ _____ OR _____ % of the gross purchase price for Listing Broker's services in effecting the sale by finding a purchaser ready, willing and able to purchase the Property.

6.2.2 OTHER SALE If the Property is sold to anyone else who was introduced to the Property by or through Listing Broker before the expiration date of this Contract, to pay Listing Broker, at the time of closing of the sale of the Property and from the disbursement of the proceeds of the sale, the Sales Fee.

6.3 FAILURE TO PERFORM. To pay the Fee in full upon demand if a sale fails to close because of the refusal of failure of Owner to perform, or if Owner refused to sign a lease at the price and terms stated herein.

6.4 RETAINED DEPOSITS. If deposits are retained by Owner, to pay Listing Broker fifty percent (50%) thereof, but not exceeding the Fee, as full consideration for Listing Broker's services, including Listing Broker's costs, and the balance shall be paid to Owner.

Property Address: _____

7. KEYS/LOCKBOX. Owner agrees to make the Property available to Listing Broker to show during reasonable hours. Owner has been informed that the release of keys and access devices to a Lockbox or to representatives of Listing Broker and Other Brokers will allow the Property to be more readily shown to prospective lessees, but Owner's personal property may be more susceptible to theft or damage. Owner agrees that such release will be for Owner's benefit. Owner releases Listing Broker, Other Brokers, the Association and those working for or through them from all liability and responsibility in connection with any loss that may occur. To facilitate showing the Property, Owner authorizes Listing Broker to:

(CHECK IF APPLICABLE)

_____ Release keys and access devices to representatives of Listing Broker and other Brokers for the purpose of showing the Property.

_____ Release keys and access devices to be installed in a Lockbox for showing the Property.

8. SIGN. Listing Broker may place Listing Broker's appropriate transaction sign on the Property, if permitted, including a "leased" sign upon signing an acceptable lease.

9. DEPOSITS. Listing Broker is authorized to accept, receipt for and hold all money paid or deposited as a binder or deposit on the lease of the Property, and the duties of Listing Broker and Other Brokers relative thereto shall be in accordance with the laws of the State of Florida and the regulations of the Florida Real Estate Commission.

10. CARE/CUSTODY OF THE PROPERTY Listing Broker shall not have the responsibility for the care and custody of the Property and shall not be liable to Owner for any damages which occur to the Property unless caused by Listing Broker or by Listing Broker's employees or agents.

11. OTHER LISTINGS. Listing Broker may choose not to process this Contract through the MLS if the Property is currently listed with some Other Broker. Owner understands and agrees that if other valid listings exist, the existence of these other listings shall not reduce Owner's obligation to pay a Fee under this Contract, and Owner may become liable for additional professional fees as a result of those listings.

12. LAWS AFFECTING THE PROPERTY AND THE TRANSACTION.

12.1 FIRPTA. Section 1445 of the Internal Revenue Code requires the lessee to withhold thirty percent (30%) of the total rent on leases of real property by certain foreigners. This tax will be withheld unless Affidavits of Compliance with the Internal Revenue Code or I.R.S. Qualifying Statements are provided to the lessee prior to closing.

12.2 FAIR HOUSING. Owner and Listing Broker shall comply with the 1968 Fair Housing Act as amended, which prohibits Owner and Listing Broker from discriminating on the basis of race, color, creed, national origin, familial status, handicap or sex.

12.3 OTHER LAWS. Owner and Listing Broker shall comply with all applicable laws and regulations regarding the Property and any transaction.

13. HEIRS. This Contract shall be binding upon and apply to the heirs and personal and legal representatives of the parties.

14. ATTORNEY FEES. In connection with any arbitration or litigation arising out of this Contract, the prevailing party, whether Owner or Listing Broker, 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.

15. FINAL AGREEMENT. This Contract is the final agreement of the parties, and no agreements or representations, unless incorporated in writing into this Contract, shall be binding on 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. The effective date of this Contract shall be the day it becomes fully executed by all parties.

16. SPECIAL CLAUSES:

