Exclusive Right to Lease Listing Agreement

This Exclusive Right to Lease Listing Agreement ("Agreement") is entered into between _______________________________ ("Owner") and ____ ("Broker").

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1. AUTHORITY TO LEASE PROPERTY:
Owner grants Broker the **exclusive right** to find and secure a tenant for the real and personal property ("Property") described below, starting on the ____ day of __________, _____ and ending at 11:59 p.m. on the ____ day of __________, ____ ("Listing Period"). If the Property becomes vacant during the Listing Period, both Owner and Broker remain bound by this Agreement until the Listing Period ends. Owner affirms and guarantees that he/she has legal authority to lease the Property.

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2. PROPERTY DESCRIPTION:
(a) Real Property: Address: ____
Legal Description: ____

(b) Personal Property (including appliances): ____

(c) Occupancy: Property ☐ Is vacant ☐ Is occupied by ☐ Landlord ☐ Tenant.
If occupied by a tenant, the lease ends on: _____________________

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3. RENTAL RATE AND TERMS:
(a) Lease Term and Rent: ☐ Annual $**;** ☐ **Monthly $**; ☐ Weekly $**;** ☐ **Seasonal $**;
"Season" dates: ____________ through ____________

List any included services/fees (water, trash, association dues, etc.): ____________________________

(b) Prepaid Rents, Deposits, and Fees: Prepaid rents and deposits will be held by ☐ Owner ☐ Broker in a Florida financial institution, if required by Florida Landlord/Tenant Law, in:
☐ A non–non-interest-bearing account.
☐ An interest-bearing escrow account, the tenant receives 5% simple interest per year. Extra interest goes to ☐ Owner ☐ Broker.
☐ An interest-bearing escrow account, the tenant receives ______% (at least 75%) of the average annualized interest, remainder to ☐ Owner ☐ Broker.

Prepaid Rent: $**; Security Deposit: $**
Pet Deposit: $________ ☐ refundable ☐ nonrefundable; Other: $________

(c) Credit Report Fee: $**;** ☐ **Association Application Fee: $**; Other: $________

(d) Taxes: Leases shorter than 6 months may be subject to state and local transient rental/tourist taxes. The rent recipient is responsible for collecting and remitting these taxes.

(e) Association Approval: Application must be submitted (when): ____________________________

4. BROKER RESPONSIBILITIES:
In exchange for Owner's agreement, Broker will: act diligently to lease the Property; cooperate and share compensation with other brokers who comply with these terms; present all offers; prepare and negotiate leases and renewals as outlined in this Agreement; and maintain necessary Property copies when requested. Broker may place marketing signs and remove them once this Agreement ends. Broker may also list the Property in MLS and/or online platforms, and may share with other brokers unless it is against the Owner's best interest. Broker is authorized (if checked):

☐ Place "For Rent" signs on the Property.
☐ Install a lockbox on the Property.
☐ Use lockbox access to show the Property.
☐ Use the Owner's name in advertising or marketing.
☐ Offer commission splits with cooperating brokers in MLS. Broker does not guarantee the accuracy of MLS information and is not liable for Property security, unless required by law.

☐ Broker may accept deposits on Owner's behalf (Owner must sign Special Power of Attorney).
☐ Broker may work with tenant's/tenants' brokers unless against the Owner's best interest.
☐ Broker is authorized to sign leases for Owner.
☐ Broker is authorized to renew leases for Owner.
☐ Broker is authorized to accept security deposits and prepaid rent for Owner.
☐ Broker is authorized to sign lead-paint disclosure forms for Owner (for pre-1978 properties).

Owner ___________________________ Date _______
Broker/Firm _______________________ Date _______

☐Other
(a) **Advertising:** Broker agrees to make reasonable efforts to promote the Property, including online advertising, unless limited under (4)(a)(i) or (4)(a)(ii) below.
(Owner Opt-Out) (Check one if applicable):
☐ (i) Allow the Property to be advertised online, but without showing the street address.
☐ (ii) Do not allow the Property to be advertised online.
The owner understands that if option (ii) is selected, the Property will not appear in consumer Internet searches.
________ Owner's Initials.

(b) **Virtual Office Websites (VOWs):** Some brokerages provide services through Virtual Office Websites. These sites may show automated valuations or blog-style reviews about a property. Anyone registered on a VOW may view a property listing. Unless restricted below, VOWs may display automated values or reviews related to this Property.
☐ Owner does not permit automated estimates of market value (or related links) to be shown with the Property's listing.
☐ Owner does not permit third parties to post comments, reviews, or related links with the Property's listing.

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5. OWNER OBLIGATIONS

In exchange for Broker's services, Owner agrees to:

(a) Work with Broker to carry out this Agreement, including providing all documents needed for Association or Board approval.
(b) Direct all inquiries about renting the Property to Broker immediately.
(c) Reimburse Broker/tenant for costs related to enforcing the lease and provide Broker with keys for: unit ____ /

building access ____ / mailbox ____ / pool ____ / garage door opener ____ / other ____.
(d) Inform Broker if Owner or tenant ends a lease before the scheduled expiration.
(e) Understand that if a lockbox is used, it is for the Owner's benefit and that Broker, the local Board, and users of the lockbox will not be liable for any loss.
(f) Avoid discrimination against prospective tenants on any basis prohibited by law (race, religion, sex, disability, family status, national origin, etc.) and not ask Broker to apply such restrictions.
(g) Provide written approval or denial of applications from servicemembers (per F.S. 250.01) within 7 days. If denied, a reason must be given.
(h) Provide full and accurate information to Broker, disclosing all material facts that affect value. Owner warrants that:

- If built in 1978 or earlier, a lead-based paint disclosure has been completed and given to the Broker.
- There are no undisclosed facts materially affecting value that are not visible or already reported.
- No pending or potential special assessments or code violations exist.
- Association fees (if any) are $____ per month/quarter/year.
- Property taxes are $____ per year.
  (i) Indemnify and protect Broker (and its agents, employees, directors, officers) from any losses, damages, claims, or expenses (including legal fees at all levels) that result from:
- Inaccurate or missing information provided by the Owner,
- Failure to disclose material facts,
- Failure to follow this Agreement,
- Giving the Broker incorrect information.
  (j) Deliver possession of the Property in broom-clean condition, free of trash, debris, and personal belongings, unless otherwise agreed. The owner will also provide all keys, codes, and access devices to the tenant.
  (k) Reimburse Broker for any approved expenses or advances made on Owner's behalf.
  (l) Conduct all negotiations about rental, lease extensions, or sale of the Property through Broker only, and forward all communications from other brokers, buyers, tenants, or interested parties directly to Broker. Owner confirms that no other exclusive listing agreement is in place with another broker covering this Property.
  (m) Cover all litigation costs and reasonable attorney's fees (including appeals) related to enforcing Owner's obligations under this Agreement.

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6. COMPENSATION

Broker's compensation is earned and payable in full, regardless of whether Broker fully performs, under the following conditions:
(a) If the Property is leased to a tenant during the Listing Period, Owner agrees to pay Broker according to the lease terms; or
(b) If during the Listing Period, Broker secures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement or terms acceptable to Owner.

(a) Broker Compensation

Owner agrees to pay Broker the following:

- ______% of rent collected for each rental period, OR
- ______% of the total lease value, OR
- ______% of the first month’s rent, OR
- Other (specify): ___________________________.

(b) Payment Terms

- If rent is collected but the Broker’s fee is not, the fee becomes due to the Broker when the rent is due. If rent is uncollectible, Owner is not responsible for the fee.
- Owner will pay Broker’s fee within _____ calendar days after signing a lease.
- Owner will pay Broker’s fee within _____ calendar days after a tenant moves in.
- Broker may deduct the fee directly from rent collected and forward the balance to Owner.

(c) Lease Renewal

If the tenant originally placed by Broker renews or signs a new lease within ____ days after this agreement expires, Owner agrees to pay Broker the same compensation listed in section (a).

(d) Protection Period

If within ____ days after the Listing Period ends, Owner leases to someone with whom Broker (or another broker) had prior contact about the property, Owner will pay Broker the agreed fee. If requested, Broker must provide Owner with a written list of such prospects. This protection ends if the Owner signs a new listing agreement with another broker.

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7. Owner’s Notice About Other Brokers

Even if another broker represents the tenant, the Owner may still be responsible for fees. The owner may, but is not obligated to, negotiate with or pay a tenant’s broker. Owner understands:

(a) A tenant’s broker could also be this Broker if Broker represents both parties.
(b) If that occurs during this listing, Broker will receive the compensation in section 6 plus the tenant’s broker fee.
(c) Broker may also receive payment directly from the tenant for tenant services.

8. Compensation to Tenant’s Broker

Brokerage commissions are negotiable. Owner agrees to one of the following (check all that apply; if none are checked, option (c) applies):

(a) ◻ Owner authorizes Broker to pay the tenant’s broker from Broker’s fee: ______% of lease value, **% of first month’s rent, or $**.

(b) ◻ Owner authorizes Broker to pay the tenant’s broker directly from Owner: ______% of lease value, **% of first month’s rent, or $**.

(c) ◻ No compensation will be offered to the tenant's broker.

9. Early Termination

If Owner cancels this agreement after accepting a tenant but before the tenant moves in, and Broker agrees the reason is acceptable, Owner must cover Broker's damages. If the cancellation occurs after both the Owner and the tenant have accepted, it is considered a breach, and Broker may seek damages.

10. Dispute Resolution

This Agreement will be interpreted according to Florida law. Any disagreements between the Broker and Owner arising from this Agreement or its breach will be submitted to mediation following the rules of the American Arbitration Association or another mediator chosen by both parties. Mediation is a method where both parties try to settle a dispute with the help of an impartial mediator who assists in reaching a resolution but does not have the authority to impose a decision. The cost of mediation, if any, will be shared equally by the parties. If legal action is filed concerning this Agreement, the successful party will have the right to recover reasonable attorney's fees and expenses at all levels, unless the parties agree to resolve disputes through arbitration as outlined below:

Arbitration: By placing initials in the spaces provided, Owner () (), and Broker or Authorized Associate (______) consent to the following arbitration provision

that any disagreements not settled through mediation will be resolved by neutral binding arbitration in the county where the Property is located, following the rules of the American Arbitration Association or another arbitrator mutually chosen by the parties. Each party involved in arbitration (or in legal action to enforce this arbitration clause or an arbitration award) will cover its own expenses, including attorneys' fees at every level, and both parties will evenly share the arbitrator's and administrative costs of arbitration.

11. BROKERAGE RELATIONSHIP: Owner authorizes Broker to act in the following capacity (check one):
    ☐exclusive agent for Owner.
    ☐transaction broker.
    ☐exclusive agent for Owner with permission to transition to a transaction broker.
    ☐non-representative of Owner.

12. MISCELLANEOUS: This Agreement is binding on the heirs, personal representatives, administrators, successors, and assigns of both Broker and Owner. This Agreement represents the entire understanding between Broker and Owner. Any prior or current agreements or statements are not binding on either party unless they are included in this Agreement. Signatures, initials, referenced documents, counterparts, and any modifications delivered electronically or in written form will all be acceptable and enforceable.

13. ADDITIONAL CLAUSES: ____

Broker recommends that Owner consult an appropriate professional for advice related to legal, tax, property condition, environmental matters, foreign reporting requirements, and any other specialized topics.

Date: _______________ Owner: ____ Tax ID: ___________________

Date: _______________ Owner: ____ Tax ID: ___________________

Telephone: _______________________ Facsimile: ____________________________

Address: ____

E-mail: ____________________________

_______________________________________ Broker or Authorized Associate: ___________________________

Telephone: ______________________ Facsimile: _________________________

Address: ____

E-mail: ____________________________

Copy provided to Owner on _____________________________ by: ☐ hand delivery ☐ mail ☐ email ☐ fax