

TENANT PLACEMENT AGREEMENT

This Exclusive Right to Lease Listing Agreement (“Agreement”) is between

_____ (“OWNER”) and **CrossView
Property Management** (“BROKER”)

1. **AUTHORITY TO LEASE PROPERTY:** OWNER hereby employs BROKER, giving BROKER the exclusive right to secure a tenant for the real and personal property (“Property”) described below beginning the ____ day of _____, 20____, and ending at 11:59 p.m. the ____ day of _____, 20____ (“Listing Period”). OWNER and BROKER remain obligated to perform under this Agreement until the Listing Period expires. OWNER certifies and represents that he/she/they have full power and authority to hire BROKER and have the right to receive income proceeds from the Property and that this power, authority, and right have not be assigned, or transferred to others.

2. **DESCRIPTION OF PROPERTY:**

Real property street address:

Personal property including appliances:

3. **BINDING AGREEMENT:** This Agreement is binding upon and shall insure to the benefit of OWNER, BROKER and their respective heirs, personal representatives, successors (excepting “successors-in-interest” as defined by the Protecting Tenants at Foreclosure Act of 2009), and assigns. In consideration of the mutual promises contained, OWNER and BROKER agree as follows: **Discrimination** – Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familiar status, national origin, or any other classes protected by federal, state or local law and not to ask or expect BROKER to impose such restrictions on the rental of the Property. **Exclusive Authority of Broker** – OWNER agrees to pay BROKER the fees described herein, whether the Property is leased by BROKER, OWNER, or any party other than BROKER during the term of this Agreement or if OWNER leases the Property within ninety (90) days following termination of this Agreement to any prospect with whom BROKER or OWNER communicated during the term regarding the leasing of the Property. If requested, BROKER agrees to provide OWNER with a list of the prospects with whom BROKER communicated during the term.

4. **RENTAL RATE AND TERMS:** The Property to be advertised per the below

Monthly Rent Rate \$ _____

Security Deposit \$ _____

Minimum Rental Period _____

Maximum Rental Period _____

Nonrefundable Pet Fee \$ _____ (per pet) or Refundable Pet Fee \$ _____ (per pet)

Rent Includes: _____

If Association Requires Approval list details:

OWNER to provide BROKER with written approval for any rental price changes.

Any advanced rents and deposits will be held by OWNER.

5. **BROKER OBLIGATIONS:** In consideration of OWNER's agreement to enter into this Agreement, BROKER agrees to use: diligent effort to lease the Property; furnish information to and assist attorneys when needed to draft leases; negotiate leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by BROKER or any other broker or sales associate; and to perform the following activities authorized by OWNER:

- Display appropriate transaction signs, including a "For Rent" sign, on the Property
- Use a lockbox system to access and show the Property
- To accept and qualify applications for rental and to perform credit, background, and other screenings. BROKER makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.
- Compensate any subagents or cooperating brokers in the transaction, except when not in OWNER's best interest.
- Complete lease forms as permitted by law and facilitate the signing of a lease between tenant and OWNER.
- Withhold offers to lease Property once OWNER enters into a binding lease agreement.
- To take direction from OWNER regarding pet policy other than animals used for assisted living purposes. BROKER has such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement. BROKER assumes no responsibility for any other services unless agreed to in writing

6. **ADVERTISING:** BROKER agrees to use diligent effort to advertise the Property as BROKER deems advisable, including advertising the Property on the Internet. Some real estate brokerages offer real estate brokerage services online. These websites are referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a VOW site may gain access to

such automated valuations or comments and reviews about any property displayed on a VOW. A VOW may display automated valuations or comments/reviews (blogs) about this Property.

7. **OWNER OBLIGATIONS:** In consideration of the obligations of BROKER, OWNER agrees:

- That all mortgages, and taxes, insurance and association dues are currently paid and are not in default, that the Property is not now the subject of a foreclosure or pending foreclosure action. In the event a foreclosure action is filed against OWNER, BROKER shall be notified immediately in writing. OWNER shall indemnify, defend, and save BROKER harmless in any foreclosure action. Tenant will be allowed to cancel their lease at any time without penalty should foreclosure action be filed against OWNER.
- To keep utilities on one business day past the start of tenant's lease term.
- To cooperate with BROKER in carrying out the purpose of this Agreement, including providing BROKER with all documents needed by prospective tenant to seek Association or Board approval.
- To refer immediately to BROKER all inquiries regarding the leasing of the Property
- To make Property available for BROKER access during reasonable times and furnish BROKER with the following keys (*if applicable*) for purposes of showing and delivering the Property: building access, mailbox key, pool key, garage door opener, house key, etc
- To inform BROKER before conveying the Property prior to tenant's lease start.
- That the lockbox, if utilized, will be for the benefit of OWNER and to release those working by or through BROKER and BROKER's local Board of Realtors from all liability and responsibility in connection with any loss which may occur.
- Not to restrict the rental of the Property according to race, color, religion, sex, handicap, familial status, national origin or any other classes protected by state or local law, and not to ask or expect BROKER to impose such restrictions on the rental of the Property.
- To provide complete and accurate information to BROKER including disclosing all known facts that materially affect the value of the Property. If the Property was built in 1977 or earlier, OWNER will provide BROKER with all information OWNER knows about lead-based paint and lead-based paint hazards in the Property and with all available documents pertaining to such paint and hazards, as required by federal law. OWNER understands that the law required the provision of this information to BROKER and to prospective tenants before the tenants become obligated to lease the Property. OWNER acknowledges that BROKER will rely on OWNER's representations regarding the Property when dealing with prospective tenants. OWNER will immediately inform BROKER of any material facts that arise after signing this Agreement.
- To indemnify and hold harmless BROKER and BROKER's officers, directors, agents and employees from all claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees at all levels, and from liability to any person, to the extent based on OWNER's misstatement, negligence, action, inaction or failure to perform the obligations of this contract or any lease or agreement with a vendor; or the existence of undisclosed material facts about the Property. This subparagraph will survive BROKER's performance and the transfer of title.
- To maintain the property in a safe and habitable condition. Owner warrants that all fixtures and operating systems, including without limitation, plumbing, air conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mailbox and attached lighting fixtures are in satisfactory operating condition.

- To perform any independent investigations to determine whether the local municipality where the Property is located adopted an ordinance that prohibits property owners from renting to sexual offenders/predators. For information regarding these types of ordinances in your county, search county records and/or log on to www.municode.com. OWNER acknowledges that it is OWNER's responsibility to research the local ordinances to determine whether or not such ordinance exists. OWNER understands this is not a warranty of any kind and is not intended to be a substitute for any independent investigations OWNER may wish to make.

8. **COMPENSATION:** OWNER agrees to compensate BROKER if OWNER enters into a lease of the Property with a tenant during the Listing Period, regardless of whether the tenant fulfills the terms of the lease; or if, during the Listing Period, BROKER procures a tenant who is ready, willing, and able to lease the Property under the terms of this Agreement, or terms acceptable to OWNER.

- OWNER agrees to pay BROKER an amount equal to one full months' rent or \$1,500 whichever is greater.
- Should OWNER wish to hire BROKER when it's time for the tenant's lease to be renewed. OWNER agrees to pay BROKER an amount equal to \$250. BROKER shall perform a home visit with the tenant and provide OWNER with a property condition overview report.
- Should OWNER wish to hire BROKER for a property visual inspection, Owner agrees to pay BROKER \$200 per property visit. BROKER shall provide to OWNER a property inspection report.
- BROKER will deduct its fee from rent collected by BROKER after said rent becomes due and owing to OWNER. If said rent is insufficient to cover BROKER's fee, OWNER will remit the balance within 3 calendar days after date on which rent becomes due.
- OWNER agrees to pay BROKER's fee if, within 30 days after the end of the Listing Period, OWNER leases the Property to any prospects with whom BROKER or any other broker communicated during the Listing Period regarding leasing the Property. If requested, BROKER must provide OWNER with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if OWNER enters into a good faith exclusive right to lease contract with another broker after Listing Period ends.

9. **COOPERATION AND COMPENSATION WITH OTHER BROKERS:** BROKER's office policy is to cooperate with all other brokers except when not in OWNER's best interest and to offer compensation in the amount of 10% of one months rent.

10. **EARLY TERMINATION:** If OWNER decides not to lease the Property and BROKER deems OWNER's reason acceptable, OWNER may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$400. However, OWNER agrees that if the Property is contracted for lease to a tenant during the time period from conditional termination to the end of the Listing and Protection Periods, BROKER may void the early termination and OWNER will be obligated to pay BROKER the compensation set forth in paragraph (8), less the cancellation fee.

11. **DISPUTE RESOLUTION:** Any controversy or claim arising out of or relating to this agreement, shall be decided, in Duval County, pursuant to the requirements of Florida Law. As to such dispute, the parties

specifically waive the right to a trial by jury on any issues which may arise between them relative to the enforcement of this Agreement.

12. **BROKERAGE RELATIONSHIP:** OWNER authorizes BROKER to act as a transaction broker.

13. **NOTICES:** All notices, requests, demands and other communications hereunder shall be in writing and shall be transmitted by: (i) electronic media, excluding text messages, or (ii) hand delivery to the address for Notices; or (iii) delivery by overnight courier service to the address for Notices; or (iv) delivery by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices. All Notices shall be deemed given and effective upon the earlier to occur of: (i) the other party replies saying they got it or when mailed to the noted addresses. All Notices shall be addressed to the following addresses:

OWNER: Address located at the bottom of this Agreement, or to such other person and place as the OWNER shall furnish to the BROKER, in writing.

BROKER: 9393 Mill Springs Dr, Suite 220, Jacksonville, FL 32257 or to such other person and place as the BROKER shall furnish to the OWNER, in writing

14. **ENTIRE AGREEMENT, SUCCESSORS AND ASSIGNS:** This Agreement embodies the entire understanding of the parties. All prior or contemporaneous agreements, understandings, representations, warranties, or statements, oral or written, are merged into this Agreement. No modification of this Agreement shall be effective unless in writing and signed by the parties. This Agreement shall become binding upon the successors (excepting "successors-in interest" as defined by the Protecting Tenants at Foreclosure act of 2009) and assigns of Broker, and the heirs, administrators, executors, successors, and assigns of Owner, and may be sold or assigned by Broker to any person or entity legally qualified to fulfill its terms.

15. **MISCELLANEOUS:** BROKER advises OWNER to consult appropriate professionals for advice on legal, tax, property condition, environmental, foreign reporting requirements, and other specialized advice.

OWNER 1

Printed Name: _____ Signature & Date: _____

Phone Number: _____ E-mail: _____

Owner Full Address (not rental property): _____

OWNER 2

Printed Name: _____ Signature & Date: _____

Phone Number: _____ E-mail: _____

Broker or Agent of Broker Signature & Date: _____

– When Electing Tenant Placement Only –

These are some of the responsibilities that fall on you as the owner.

Property Inspections:

- Conducting a move-in & move-out inspection to document the condition of the property before the tenant takes occupancy and after the tenant vacates.
- Providing a written record of any existing damage or issues.
- Conducting property inspections during the lease term to assess the condition of the property and identify any maintenance or repair needs.

Lease Renewals and Terminations:

- Handling lease renewals or terminations, including negotiating terms, drafting renewal agreements, or managing the end of a lease.

Tenant Complaints and Disputes:

- Resolving tenant complaints and disputes, which may involve mediation or legal processes.

Maintenance Repairs:

- Addressing maintenance and repair issues promptly.
- Establishing communication channels for tenants to report maintenance concerns.

Community Rules and Regulations:

- Ensuring tenants comply with community rules and regulations, if applicable, such as homeowners' association (HOA) guidelines.

Accounting and Financial Reporting:

- Managing financial aspects, including accounting and bookkeeping.

Rent Collection:

- Establishing a system for collecting monthly rent payments.
- Providing tenants with clear instructions on how and when to pay rent.

Security Deposit Handling:

- Holding the tenant's security deposit in a noninterest-bearing account in a Florida bank
- Complying with relevant laws regarding the handling and return of security deposits.

Legal Compliance:

- Ensuring compliance with fair housing laws and other regulations.
- Staying informed about any changes in rental laws and adjusting practices accordingly

Communication:

- Maintaining open and effective communication with tenants.

Eviction Process:

- Managing the eviction process if necessary, including serving notices, filing eviction proceedings, and coordinating with legal professionals.