

# Exclusive Right to Lease Agreement

FLORIDA ASSOCIATION OF REALTORS®



This Exclusive Right to Lease Agreement ("Agreement") is between

\_\_\_\_\_ ("Owner") and  
\_\_\_\_\_ ("Broker")

**1. AUTHORITY TO LEASE PROPERTY:** Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending at 11:59 p.m. the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("Leasing Period"). If the Property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

## 2. DESCRIPTION OF PROPERTY:

- (a) Real Property: Street address: \_\_\_\_\_  
Legal Description: \_\_\_\_\_
- (b) Personal property, including appliances: \_\_\_\_\_
- (c) Occupancy: Property  is  is not currently occupied. If occupied, the lease term expires \_\_\_\_\_.

## 3. RENTAL RATE AND TERMS:

- (a) **Rental Period and Rate:**  Yearly \$ \_\_\_\_\_  Monthly \$ \_\_\_\_\_  Weekly \$ \_\_\_\_\_  
 Seasonally \$ \_\_\_\_\_ "Season" runs from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_.  
Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: \_\_\_\_\_

- (b) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by  Owner  Broker in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)  
 non-interest bearing account.  
 interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to  Owner  Broker  
 interest-bearing escrow account, tenant to receive \_\_\_\_\_% (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to  Owner  Broker.

- Advanced rent \$ \_\_\_\_\_  Security Deposit: \$ \_\_\_\_\_  
 Pet deposit  refundable  nonrefundable \$ \_\_\_\_\_  
 Credit Report Fee: \$ \_\_\_\_\_  Association Application Fee: \$ \_\_\_\_\_  
 Other: \_\_\_\_\_: \$ \_\_\_\_\_  Other: \_\_\_\_\_: \$ \_\_\_\_\_

- (c) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.

- (d) **Association Approval:** Application must be made (when) \_\_\_\_\_.

**4. 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 cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing 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 (check if applicable):

- Display appropriate transaction signs, including a "For Rent" sign, on the Property.  
 Use Owner's name in connection with marketing or advertising the Property.  
 Use a lockbox system to access and show the Property.  
 Request a credit check on prospective tenants at Owner's expense. 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.  
 Execute leases on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).  
 Compensate any subagents or cooperating brokers in the transaction, except when not in Owner's best interest.  
 Withhold offers to lease Property once Owner enters into a binding lease agreement.  
 Make a final inspection and inventory check of Property at conclusion of lease.  
 Complete lease forms as permitted by law.  
 Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).  
 Other \_\_\_\_\_

Owner (\_\_\_\_) (\_\_\_\_) and Broker/Sales Associate (\_\_\_\_) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

