

37 1. Utilities and Additional Expenses: Fill in each blank space in this section with "L" for LANDLORD or "T" for Tenant. If space is left blank, LANDLORD will be required to pay for that item. ("A" = Annual; "S" = Seasonal.)

ITEM	\$	A	ITEM	\$	A	ITEM	\$	A
Electric			Long Distance and Toll Calls			Golf Transfer Fee		
Basic Cable			Exterior Pest Control			Pre-Occupancy Cleaning		
Sewer			Pool Maintenance			Post-Occupancy Cleaning		
Water			Propane Pool Heat			Association Maintenance Fees		
Trash			Heat & A/C Filters			Association Tenant Security/		
Lawn Care			Interior Pest Control			Common Area Deposit \$		
Local Phone			Real Estate Taxes			Association Application Fee(s)		
Other			Rec. Lease Fee \$			Pet Deposit		
Other			Transfer Fee \$			Credit Application Fee		
						BROKER Application Fee		

39 [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY.] (1) Tenant or (2) LANDLORD shall pay all charges for hookup, connection and deposit for the above utilities except:

41 4. LANDLORD'S OBLIGATIONS: LANDLORD AGREES:

42 A. To pay BROKER compensation of 15 % AND/OR AMOUNT:

43 ☐ % of all gross rental income, whether procured by BROKER or LANDLORD including advance rent, as set forth in the rental agreement, or ☐ a fee of \$ _____ for BROKER's services, plus any federal, state and local taxes that may be due for BROKER's services, payable as follows:

46 B. If a Tenant procured hereunder enters into a renewal rental agreement, extension agreement or new rental agreement(s) of the Premises within 12 months after the Termination Date of this Contract, BROKER shall be deemed the procuring cause and shall be paid the leasing compensation as per Paragraph 4.A.

49 C. If the Premises are sold to Tenant during the term of the rental or any renewal thereof, or within 60 days thereafter, to pay at closing to the real estate broker compensation of 6 % of the purchase price of the Property ☐ and \$ _____ OR ☐ a flat fee of \$ _____ to BROKER.

52 D. TO PAY THE COMPENSATION TO BROKER WHETHER TENANT IS SECURED BY BROKER OR BY ANY OTHER PERSON AND TO REFER TO BROKER ALL INQUIRIES ABOUT THE PREMISES, WHETHER THEY ARE FROM OTHER BROKERS, LICENSEES, OR ANY OTHER PERSONS OR ENTITIES.

55 E. If the Premises are sold to a buyer other than Tenant during the term of the rental, to pay at closing all unpaid portions of BROKER's rental compensation for the entire term of the rental.

57 F. To provide BROKER access to the Premises for the purpose of inspection or presenting it to prospective tenants and/or buyers at reasonable hours.

59 G. To maintain and repair the Premises including, but not limited to, the roofs, porches, windows, exterior walls, screens, foundations, floors, structural components, locks, keys, and steps, and to keep the plumbing, heating, air conditioning systems and appliances in working order, except where Tenant has agreed to provide such maintenance. LANDLORD shall also ensure that the Premises comply with all applicable building, housing, and health codes including, but not limited to, ensuring that a working smoke detector device is installed in the Premises at the commencement of each rental agreement.

64 H. To comply with the procedures contained in Chapter 83, Florida Statutes, as amended or superseded, regarding the handling of the Security Deposit.

66 I. To provide Tenant such condominium, cooperative and/or homeowners' association documents as may be customary in the community so that Tenant may (1) make prompt application with the respective association(s) for approval, if required, and (2) otherwise comply with the rules of said association(s).

69 J. To permit interior and exterior photographs and/or videos of the Property to assist the BROKER in marketing the Property.

70 K. To acknowledge that BROKER shall retain all rights, including, but not limited to any copyright or other intellectual property rights, to any materials or content developed by BROKER, or by third parties acting on Broker's behalf, for use in marketing the Property, including, but not limited to, any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property ("Marketing Materials"). LANDLORD further grants to BROKER a royalty-free, perpetual, and irrevocable license to use, sublicense, publish, display and reproduce any and all Marketing Materials supplied by LANDLORD to Broker for use in marketing the Property. LANDLORD warrants that any such Marketing Materials provided by LANDLORD to BROKER do not violate or infringe upon the intellectual property or other rights of any other person or entity.

77 L. LANDLORD warrants to BROKER that all financial obligations for the Property are paid currently and up to date and will remain so during the Contract.