

79 **5. BROKER'S OBLIGATIONS: BROKER AGREES:**

- 80 **A.** To become informed about the Premises.
81 **B.** To promote the Premises for rent as BROKER deems advisable.
82 **C.** To distribute such information regarding this Contract as BROKER deems advisable to other real estate brokers, and to cooperate with
83 other brokers in procuring a Tenant for the Premises.
84 **D.** To promptly pay the procuring broker participating in the rental of the Premises after receipt by BROKER of the compensation provided for
85 in Paragraph 4.A. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and
86 (2) that Tenant agent(s) and broker(s), even if compensated by BROKER or LANDLORD, may represent the interests of a tenant. BROKER will offer
87 a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of 3 %
88 of the rental amount ☐ and \$ _____ OR a flat fee of \$ _____
89 **E.** To keep LANDLORD informed as to the progress being made on renting of the Premises.
90 **F. INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH**

91 **CASE]; LANDLORD agrees that the Property** ☒ **(1) may or** ☐ **(2) may not be displayed on the internet. LANDLORD acknowledges that if (2) above**
92 **is selected, consumers who search the internet will not see information about the Property in response to their search. If the LANDLORD selects**
93 **option (1) above, LANDLORD further agrees as follows: that the address of the Property** ☒ **(1) may or** ☐ **(2) may not be displayed on the internet;**
94 **Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers,**
95 **customers or clients** ☒ **(1) may not or** ☐ **(2) may display an automated estimated valuation of the Property on such websites, and** ☒ **(1) may not or**
96 **☐ (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the**
97 **websites.**

98 **6. AUTHORIZATION TO HANDLE FUNDS/DEFAULT: BROKER is authorized to accept money deposited by Tenant, and if said deposit shall be**
99 **forfeited by the prospective Tenant, BROKER is entitled to one-half of said deposit, but not exceeding the total amount of BROKER's compensation,**
100 **as BROKER's compensation.**
101 **7. RENTAL NOT GUARANTEED: LANDLORD understands that this Contract does not guarantee the rental of the Premises, but that it does**
102 **guarantee that BROKER will make an earnest and continued effort to rent same until this Contract is terminated.**

103 **8. MISCELLANEOUS: LANDLORD acknowledges that LANDLORD has received a copy of this Contract. The laws of the State of Florida shall**
104 **control with respect to the interpretation and enforcement of the provisions of this Contract. If any litigation or dispute arises out of this Contract,**
105 **venue for resolution shall be in the county in which the Premises are located, with the prevailing party entitled to recover reasonable attorneys' fees**
106 **and court costs relating thereto. This Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the**
107 **benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Contract shall be enforceable upon execution by**
108 **LANDLORD and BROKER. Thereafter, this Contract cannot be modified in any manner, except by an agreement in writing signed by LANDLORD**
109 **and BROKER. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this**
110 **Contract. References to singular parties shall include the plural where applicable.**

111 **9. LIMITATION OF LIABILITY: Except in the case of gross negligence or illegal acts by BROKER, LANDLORD agrees to hold BROKER**
112 **harmless from all liability, damages, suits or claims in connection with any and all matters arising from or related to this Contract including, but not**
113 **limited to, (A) injuries to person(s) or property suffered or sustained by any person(s), (B) if applicable, handling of the Security Deposit, rents, and**
114 **payment of expenses and (C) if applicable, inspection of the Premises for damages caused by Tenant. If BROKER acts as Escrow Agent with**
115 **respect to any funds hereunder, LANDLORD agrees to hold BROKER harmless from any negligent act or delivery, nondelivery or misdelivery of said**
116 **escrow funds, and BROKER shall be liable only for gross negligence. In any suit between the LANDLORD and any tenant procured hereunder,**
117 **BROKER may interplead the escrow funds into the registry of the Court, and BROKER shall be entitled to reasonable attorneys' fees and court costs**
118 **incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Contract shall make BROKER responsible for**
119 **any condition created or caused by any act or omission of LANDLORD, Tenant or any other person on the Premises with or without Tenant's**
120 **consent.**

121 **10. FAIR HOUSING: The Premises shall be offered, shown and made available for rent to all persons without regard to race, religion, color, sex,**
122 **familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws.**
123 **11. OWNERSHIP OF PREMISES: LANDLORD represents that all signatures representing full ownership of the Premises appear on this Contract**
124 **and that there are no other owners.**

125 **12. LOCKBOX AUTHORIZATION: LANDLORD [SELECT ONE. IF NO SELECTION IS MADE, (A) SHALL APPLY: ☒ (A) does or ☐ (B) does**
126 **not authorize BROKER to install and use a lockbox on the Premises. If LANDLORD authorizes use of a lockbox, LANDLORD acknowledges that**
127 **the lockbox is not intended or designed as a security device, but rather is a device to enable more efficient renting of LANDLORD'S**
128 **Premises. LANDLORD hereby releases BROKER, Naples Area Board of REALTORS® and Association of Real Estate Professionals, Inc., M.L.S. of**
129 **Naples, Inc., any other Associations of REALTORS or Multiple Listing Service(s) owned, in whole or in part by such organizations, as well as any**
130 **members, participants or subscribers of any such organizations, from any liability for any injuries, losses, costs, or expenses suffered or incurred by**
131 **LANDLORD by reason of unauthorized access to the Premises resulting from the availability of the lockbox.**