

RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



1	THIS RE	ENTAL LISTING CONTRACT (this "Contract") is made and entered into on {Insert Date}
2	between	: ("LANDLORD") and
3	("BROK	ER") Anervest Realty
4 5	1. PR	EMISES/PROPERTY: For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the shaving the following street address:
6		plicable, together with Parking Space(s) (#), Garage(s) (#)Cabana(s) (#), Storage Locker(s) (#), and
7		ck(s) or Slip(s) (#) to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally
8		das follows: Town Manor Club (COOP) ZOU.
13 14	("Termin Date is in to pay B time of	RM OF LISTING: BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on
16	3. <u>TE</u>	RMS OF RENTAL: BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other
17		nount or terms to which LANDLORD may hereafter consent:
18 19	A.	Seasonal Rent: From:
20 21	В.	Off-Season Rent: From:
22	C.	Annual Rent: \$ per month.
23	D.	Security Deposit: \$to be held in accordance with Florida law.
24	E.	Advance Rent Requested: \$
25 26	F.	Availability: PROPERTY will be available AT ALL TIMES during the RENTAL LISTING CONTRACT PERIOD, unless otherwise agreed to between LANDLORD and BROKER or unless otherwise set forth in this Contract.
27	G.	Restrictions:
28		(1) Smoking is [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: (1) prohibited or (2) permitted.
29		(2) Pets are [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: ☐ (1) prohibited or ☐ (2) permitted.
30		Type of permitted pets:
31		(3) Other:
32	H.	Furnishings: The Premises are offered [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]:
33		☐ (1) unfurnished or ☐ (2) furnished. If the Premises are offered furnished, LANDLORD [SELECT ONE. IF NO SELECTION IS MADE,
34 35		(1) SHALL APPLY]: (1) agrees or (2) does not agree to provide BROKER with a copy of the inventory within 10 days after the Commencement Date of this Contract.
36 37	I.	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.)
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		80. '							
Ţ	TEM OVER	<u>A</u>	<u>s</u>	ITEM	A	<u>s</u>	ITEM		Δ 9
E	Electric		Ī	Long Distance and Toli Calls		-	Golf Transfer Fee	\$	د ۵
E	Basic Cable		$\dot{\odot}$	Exterior Pest Control	_	<u>O</u>	Pre-Occupancy Cleaning	\$	$\overline{}$
5	Sewer		\mathcal{Q}	Pool Maintenance		0	Post-Occupancy Cleaning	\$	— -
٧	Vater		Ŏ	Propane Pool Heat			Association Maintenance Fees	\$	— -
	laternet Trash		Q p	Heat & A/C Filters		0	Association Tenant Security/	0/2	
	_		_			~	Common Area Deposit \$	1/1/	
	awn Care		0	Interior Pest Control		$\frac{\mathcal{C}}{\mathcal{C}}$	Association Application Fee(s)	\$	_ 1
	ocal Phone			Real Estate Taxes		\bigcirc	Pet Deposit	\$,
	Other			Rec. Lease Fee \$			Credit Application Fee	\$	
C	Other		—	Transfer Fee \$			BROKER Application Fee	\$	_ 1
38	[SELECT C	ONE. IF	NO SEI	LECTION IS MADE, (1) SHA	LL APPL	Y]: 🗖 ((1) Tenant or 🗖 (2) LANDLO	ORD shall pay all charge	es for hookup,
39	connection a	and depo	sit for th	e above utilities except:				, ,	• •
40	4. LANDI	ORD'S	OBLIGA	TIONS: LANDLORD AGREE	S:				
41				ompensation of [FILL IN THE		NATE %	AND/OD AMOUNTS		
42	1	pay Di	17	0/ of all areas	montal in an		ether procured by BROKER or	LANDLODD I I II I	
					rental incol	me, wne	etner procured by BROKER or	LANDLORD including adv	ance rent,
43	□ and \$	as	set torth	in the rental agreement, or L	a tee of \$	<u> </u>	•	for BROKER's sen	ices, plus any
44	tederal, state	e and loc	al taxes	that may be due for BROKER	s services,	payable	e as follows:		
45	B. If	a Tenani	t procure	ed hereunder enters into a ren	ewal rental	agreem	ent, extension agreement or r	new rental agreement(s) o	f the Premises
46	within \mathcal{L}	mon	ths after	the Termination Date of this	Contract, E	BROKE	R shall be deemed the procur	ing cause and shall be pa	aid the leasing
47	compensation							a	
48	C. It	the Pren	nises are	e sold to Tenant during the te	erm of the	rental o	r any renewal thereof, or with	nin $\underline{70}$ days therea	ifter, to pay at
49	closing to	the real	estate	broker Compensation of		() / O% of	the purchase price of	the Property
50	Land \$			OR L	a flat fee of	\$		to BROKER.	
51	D. T(D PAY TI	HE COM	IPENSATION TO BROKER W	HETHER 1	TENAN	FIS SECURED BY BROKER (OR BY ANY OTHER PER	SON AND TO
52	REFER TO	BROKE	R ALL I	NQUIRIES ABOUT THE PR	EMISES, V	NHETH	ER THEY ARE FROM OTHE	ER BROKERS, LICENSE	ES, OR ANY
53	OTHER PER								
54	E. If 1	the Prem	ises are	sold to a buyer other than Ter	ant during	the tern	n of the rental, to pay at closing	gall unpaid portions of BR	OKER's rental
55				erm of the rental.		_			
56 57	reasonable h	provide	BROKE	ER access to the Premises t	or the purp	pose of	inspection or presenting it to	prospective tenants and	d/or buyers at
58			n and re	nair the Promises including h	ıt nat limita	d to the	o moofo nombreinde	endamenta e	
	structural co	mnonent	e locks	keve and stens and to keen	at not iimite idacula adt	ina boo	e roofs, porches, windows, ext ting, air conditioning systems a	erior walls, screens, found	dations, floors,
60	where Tena	nt has a	areed to	ncys, and stops, and to keep nrovide such maintenance	I VIDI UE	illy, rica ID chall	also ensure that the Premis	and appliances in working	order, except
61	housing, and	d health	codes	including, but not limited to	ensuring	that a v	working smoke detector device	res comply with all applic re is installed in the Dr	able building,
	commencem	ent of ea	ach renta	al agreement.	onouning	illat a 1	working smoke detector device	ce is installed in the Fit	emises at the
63					apter 83. I	Florida	Statutes, as amended or sup-	erseded, regarding the h	andling of the
64	Security Dep	osit.		•	• •			ereeway regarding the th	aridining of the
65	ı. To	provide	Tenant s	such condominium, cooperativ	e and/or ho	meown	ers' association documents as	may be customary in the	community so
66	that Tenant i	may (1) r	nake pro	ompt application with the resp	ective asso	ciation(s) for approval, if required, and	d (2) otherwise comply wi	th the rules of
67	said associat								
68	J. To	permit ir	nterior ar	nd exterior photographs and/or	videos of t	he Prop	erty to assist the BROKER in r	marketing the Property.	
69	K. To	acknow	ledge th	at BROKER shall retain all rigi	nts, includir	ng, but i	not limited to any copyright or	other intellectual property	rights, to any
70	materials or	content c	levelope	d by BROKER, or by third par	ties acting	on Brok	er's behalf, for use in marketin	g the Property, including, I	but not limited
71 72	other convein	ygrapns,	images,	graphics, video recordings, v	irtual tours	, drawin	gs, written descriptions, rema	rks, narratives, pricing inf	ormation, and
72 73	irravacable ii	rance to	ICHIENIS	relating to the Property ("Mar	keting Mate	eriais").	LANDLORD further grants to	BRUKER a royalty-free, p	perpetual, and
	marketing the	ouise iu Pronad	uoc, Su N I AND	billocitise, publish, display and	Marketine	any and	d all Marketing Materials suppl	ied by LANDLORD to Bro	ker for use in
75	the intellecture	al nroner	tv or oth	er rights of any other person o	warkeling	iviateria	ls provided by LANDLORD to I	DRUKER do not violate or	intringe upon
76						ne far th	e Property are paid currently a	and up to data and will	soin oo duudu -
	the Contract.		- mailali	io o broner that all litidible	ai obligatioi	10 101 [[]	e moperty are paid currently a	ing up to date and will ren	ıaın so during
78		autionar	y note r	egarding audio and/or video	surveilla	nce and	d recording devices: There a	are Federal and Florida Ia	ws governing
			- 1					Jasiai ana i longa lo	governing

80 agrees to inform broker in the event such devices are in active use on the property."

79 use of such devices. In many instances, consent of ALL parties to such surveillance is required in order for the activity to comply with the law. Seller

BROKER'S OBLIGATIONS: BROKER AGREES: 81 **5**.

To become informed about the Premises.

82

- 83 B. To promote the Premises for rent as BROKER deems advisable.
- To distribute such information regarding this Contract as BROKER deems advisable to other real estate brokers, and to cooperate with 84 85 other brokers in procuring a Tenant for the Premises.
- D. To promptly pay the procuring broker participating in the rental of the Premises after receipt by BROKER of the compensation provided for 86 in Paragraph 4.A. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and 87 88 (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 a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of of the rental amount □ and \$_____ OR a flat fee of \$___ 90
 - To keep LANDLORD informed as to the progress being made on renting of the Premises.
- 91 INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH 92 CASE]: LANDLORD agrees that the Property (1) may or (2) may not be displayed on the internet. LANDLORD acknowledges that if (2) above 93 is selected, consumers who search the internet will not see information about the Property in response to their search. If the LANDLORD selects 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;. Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers, 96 customers or clients (2) may not or (2) may display an automated estimated valuation of the Property on such websites, and (1) may not or 97 (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the 98 websites. 99
- AUTHORIZATION TO HANDLE FUNDS/DEFAULT: BROKER is authorized to accept money deposited by Tenant, and if said deposit shall be 100 6. forfeited by the prospective Tenant, BROKER is entitled to one-half of said deposit, but not exceeding the total amount of BROKER's compensation, 101 102 as BROKER's compensation.
- RENTAL NOT GUARANTEED: LANDLORD understands that this Contract does not guarantee the rental of the Premises, but that it does 103 104 guarantee that BROKER will make an earnest and continued effort to rent same until this Contract is terminated.
- 105 MISCELLANEOUS: LANDLORD acknowledges that LANDLORD has received a copy of this Contract. The laws of the State of Florida shall control with respect to the interpretation and enforcement of the provisions of this Contract. If any litigation or dispute arises out of this Contract, 106 107 venue for resolution shall be in the county in which the Premises are located, with the prevailing party entitled to recover reasonable attorneys' fees and court costs relating thereto. This Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the 108 benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Contract shall be enforceable upon execution by 109 LANDLORD and BROKER. Thereafter, this Contract cannot be modified in any manner, except by an agreement in writing signed by LANDLORD and BROKER. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this 111 112 Contract. References to singular parties shall include the plural where applicable.
- 113 LIMITATION OF LIABILITY: Except in the case of gross negligence or illegal acts by BROKER, LANDLORD agrees to hold BROKER 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 114 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 115 payment of expenses and (C) if applicable, inspection of the Premises for damages caused by Tenant. If BROKER acts as Escrow Agent with respect to any funds hereunder, LANDLORD agrees to hold BROKER harmless from any negligent act or delivery, nondelivery or misdelivery of said 117 escrow funds, and BROKER shall be liable only for gross negligence. In any suit between the LANDLORD and any tenant procured hereunder, BROKER may interplead the escrow funds into the registry of the Court, and BROKER shall be entitled to reasonable attorneys' fees and court costs incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Contract shall make BROKER responsible for 120 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 121 122 consent.
- 10. FAIR HOUSING: The Premises shall be offered, shown and made available for rent to all persons without regard to race, religion, color, sex, 123 124 familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws.
- 11. OWNERSHIP OF PREMISES: LANDLORD represents that all signatures representing full ownership of the Premises appear on this Contract 125 126 and that there are no other owners.
- 12. LOCKBOX AUTHORIZATION: LANDLORD [SELECT ONE. IF NO SELECTION IS MADE, (A) SHALL APPLY]: EL(A) does or (B) does 127 128 not authorize BROKER to install and use a lockbox on the Premises. If LANDLORD authorizes use of a lockbox, LANDLORD acknowledges that the lockbox is not intended or designed as a security device, but rather is a device to enable more efficient renting of LANDLORD'S 129
- Premises. LANDLORD hereby releases BROKER, Naples Area Board of REALTORS® and Association of Real Estate Professionals, Inc., M.L.S. of 130
- 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
- members, participants or subscribers of any such organizations, from any liability for any injuries, losses, costs, or expenses suffered or incurred by
- LANDLORD by reason of unauthorized access to the Premises resulting from the availability of the lockbox.

134	BROKE INCLATIONSHIP: BROKE	R, or licensee of BRO	KER has informed and disclass to	L. LAND, and	
135	to LANDLORD the brokerage re transaction broker relationship sh	elationship			
136	14. MULTIPLE LISTING SERVICE(S) DATA	RASE COMPILATION	IC. It is a second		
137	14. MULTIPLE LISTING SERVICE(S) DATA provide MLS with (A) factual data about the phypending rental information (excluding rental te	ysical characteristics o	15: If the listing is entered into M	LS, LANDLORD authorizes BR	OKER to
138 139	pending rental information (excluding rental te BROKER the right to authorize MLS to incorpor	rms), and (D) the clo	sed renting terms upon the lease	of the Premises I AND ODD	isting; (C)
140	BROKER the right to authorize MLS to incorpor agree that all database compilations are owned a	ate the aforementioned	d information into its database. LAN	DLORD and BROKER acknowl	grants to edge and
141	agree that all database compilations are owned adatabase, including data about the Premises, as	exclusively by MLS, wh MLS deems appropriat	ich shall have the sole and exclusive. e.	e right to license access to the d	ata in the
142	15. NO MANAGEMENT AGREEMENT: LAND AGREEMENT. BROKER SHALL HAVE NO PE	LORD ACKNOWI FOR	GES THAT THIS CONTRACT DOC	• • • • • • • • • • • • • • • • • • • •	
143 144	AGREEMENT. BROKER SHALL HAVE NO PE SHOULD BE SET FORTH IN A SEPARATE A	ROPERTY MANAGEM	ENT DUTIES. ANY ARRANGEME	S NOT CONSTITUTE A MANA(SEMENT
145	SHOULD BE SET FORTH IN A SEPARATE AND LANDLORD AND BROKER, LANDLORD SH	GREEMENT. IF NO P	ROPERTY MANAGEMENT AGRE	EMENT IS ENTERED INTO BE	TWEEN
146	LANDLORD AND BROKER, LANDLORD SH. ISSUES.	ALL DEAL DIRECTL	Y WITH TENANT WITH RESPEC	CT TO REPAIR AND MAINTE	NANCE
147	16. OTHER TERMS AND CONDITIONS:				
148	- Uni'	May	beg realed	addition	1
149	Months Pr	ice T	RD	5(0.01/108)(6	1
150	J				
151					
152					
153					
154					
155					
156					
157	BEFORE SIGNING, LANDI ORD HAS R	EVIEWED THE TERM	20 1112		
	BEFORE SIGNING, LANDLORD HAS R	CAICAACD INE IEKM	S AND CONDITIONS ON ALL PAG	GES OF THIS CONTRACT.	
(L	andlord's Signature)	(Date)	(Landlord's Signature)		(7)
			Q		(Date)
(La	andlord's Printed Name)		(Landlord's Printed Name)		
La	ndlord's Mailing Address:		•		
	ndlord's Contact: (Home) (Office			· · · · · · · · · · · · · · · · · · ·	
Em	ail Address:	(Fax)			
	ail Address:		Property Telephone:		
(Au	thorized Broker's Signature)	(Date)	(Listing Licensee's Printed Name)		
Brol	kerage Firm Name:	• •	(Liberiage & Printed Name)		



RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



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4 5	1. PR	EMISES/PROPERTY: For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the s having the following street address:								
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7	Boat Dock(s) or Slip(s) (#) to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally									
8	described as follows: Town Manor Club (cosp) 210									
9 10 11 12 13 14 15	("Termine Date is in to pay Butime of	RM OF LISTING: BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on atlon Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement neserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees ROKER the agreed upon rental commission compensation for all rentals for the Premises (or portion thereof) procured under and during the this Contract, including rentals between LANDLORD and Tenant, all reservations, renewals, assignments, and transfers outside the tion Date of this Contract, as per Paragraph 4B.								
16	3. <u>TE</u>	RMS OF RENTAL: BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other								
17 18		nount or terms to which LANDLORD may hereafter consent:								
19	A.	Seasonal Rent: From: 1/1/19 To: 3/3/1/9 \$ 3 2 CV; — per month, plus all sales and service taxes imposed by any taxing authority.								
20 21	В.	Off-Season Rent: From:								
22	C.	Annual Rent: \$per month.								
23	D.	Security Deposit: \$to be held in accordance with Florida law.								
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į	TEM OVES A	<u>s</u>	ITEM	<u>A</u>	<u>s</u>	ITEM		Α	<u>s</u>
1	Electric 80	1	Long Distance and Toll Calls		>=	Golf Transfer Fee	\$		
E	Basic Cable	\bigcirc	Exterior Pest Control		0	Pre-Occupancy Cleaning	\$		("
5	Sewer	0	Pool Maintenance		0	Post-Occupancy Cleaning	\$		7
١	Vater	\bigcirc	Propane Pool Heat			Association Maintenance Fees	\$		Ċ
1	rash	\bigcirc	Heat & A/C Filters		0	Association Tenant Security/ Common Area Deposit \$	n/n		
L	awn Care	0	Interior Pest Control		0	Association Application Fee(s)	\$		T
L	ocal Phone	0	Real Estate Taxes		0	Pet Deposit	\$	-	
(Other		Rec. Lease Fee \$			Credit Application Fee	\$	•	
(Other		Transfer Fee \$			BROKER Application Fee	\$		T
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39			above utilities except:						up,
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42	1		% of all gross rer				LANDI ODD including advan		
43	/	ot forth i	in the rental agreement or \square	foo of the	ic, wile	their produced by BROKER or	LANDLORD including advance	ce rent,	
	fodoral state and least	tavaa H	in the rental agreement, or a	iee or \$			for BROKER's service	s, plus a	any
44			nat may be due for BROKER's s						
45 46 47	6 within months after the Termination Date of this Contract, BROKER shall be deemed the procuring cause and shall be paid the leasing								
48			sold to Tenant during the term	of the r	ental or	any renewal thereof or with	in 90 days thereafter	4	1
49	closing to the real	estate	broker Compensation of	i oi tile i	entai Oi	any renewal thereof, or with	the numbers price of the	, to pay	at
50	□ and \$							Prope	erty
51									
52	REFER TO BROKER	ALL IN	IQUIRIES ABOUT THE PREM	IISES W	/HETHE	FR THEY ARE FROM OTHE	ED BDOKEDS TICENSEES		IU
53	OTHER PERSONS OF	RENTIT	TES.			IN THE PARE TROM OTHE	IN DIVONEINO, LICENSEES	, OK AI	NT
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57	reasonable hours.								
58	G. To maintain	and repa	air the Premises including, but r	not limited	to, the	roofs, porches, windows, ext	erior walls, screens, foundation	ns, floo	ırs,
59 60	structural components,	locks, k	keys, and steps, and to keep the	e plumbin	ig, heat	ing, air conditioning systems a	and appliances in working ord	ler, exce	ept
61	housing and health of	reed to	provide such maintenance. LA	NDLORI) shall	also ensure that the Premis	es comply with all applicable	e buildir	ng,
62	commencement of each	h rental	cluding, but not limited to, er	isuring tr	iat a w	vorking smoke detector device	ce is installed in the Premis	ses at t	he
63			procedures contained in Chap	ter 83 F	lorida S	Statutes as amended or sund	preaded regarding the hand	ling of t	ih.
64	Security Deposit.		procedures contained in onap	101 00, 1	iorida C	riatates, as amended of supe	riseded, regarding the hand	ing or t	ne
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71 72	other convidentable ale	mente r	graphics, video recordings, virtuelating to the Property ("Market	ial tours,	drawing	gs, written descriptions, remai	ks, narratives, pricing inform	ation, a	nd
73	The state of the first of the f								
74	and all Materials Supplied by LANDLOND to Broker for use in								
75	the intellectual property or other rights of any other person or entity.								
76	L. LANDLORD	warrants	s to BROKER that all financial o	bligations	s for the	Property are paid currently a	nd up to date and will remain	so duri	na
77	the Contract.								
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To become informed about the Premises.

82

- To promote the Premises for rent as BROKER deems advisable. 83
- To distribute such information regarding this Contract as BROKER deems advisable to other real estate brokers, and to cooperate with 84 85 other brokers in procuring a Tenant for the Premises.
- D. To promptly pay the procuring broker participating in the rental of the Premises after receipt by BROKER of the compensation provided for 86 in Paragraph 4.A. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and 87 (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 88 a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of of the rental amount **u** and **u** OR a flat fee of **u** 90
 - To keep LANDLORD informed as to the progress being made on renting of the Premises.
- 91 INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH 92 CASE]: LANDLORD agrees that the Property (1) may or (2) may not be displayed on the internet. LANDLORD acknowledges that if (2) above is selected, consumers who search the internet will not see information about the Property in response to their search. If the LANDLORD selects 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;. Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers, 96 customers or clients (1) may not or (2) may display an automated estimated valuation of the Property on such websites, and (2) may not or □ (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the 98 websites. 99
- AUTHORIZATION TO HANDLE FUNDS/DEFAULT: BROKER is authorized to accept money deposited by Tenant, and if said deposit shall be 100 forfeited by the prospective Tenant, BROKER is entitled to one-half of said deposit, but not exceeding the total amount of BROKER's compensation, 101 as BROKER's compensation. 102
- RENTAL NOT GUARANTEED: LANDLORD understands that this Contract does not guarantee the rental of the Premises, but that it does 103 guarantee that BROKER will make an earnest and continued effort to rent same until this Contract is terminated. 104
- MISCELLANEOUS: LANDLORD acknowledges that LANDLORD has received a copy of this Contract. The laws of the State of Florida shall 105 control with respect to the interpretation and enforcement of the provisions of this Contract. If any litigation or dispute arises out of this Contract, 106 venue for resolution shall be in the county in which the Premises are located, with the prevailing party entitled to recover reasonable attorneys' fees 107 and court costs relating thereto. This Contract constitutes the entire agreement between the parties and shall be binding upon and inure to the 108 benefit of the parties hereto, their respective heirs, administrators, successors and assigns. This Contract shall be enforceable upon execution by 109 LANDLORD and BROKER. Thereafter, this Contract cannot be modified in any manner, except by an agreement in writing signed by LANDLORD and BROKER. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. References to singular parties shall include the plural where applicable. 112
- LIMITATION OF LIABILITY: Except in the case of gross negligence or illegal acts by BROKER, LANDLORD agrees to hold BROKER 113 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 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 115 payment of expenses and (C) if applicable, inspection of the Premises for damages caused by Tenant. If BROKER acts as Escrow Agent with respect to any funds hereunder, LANDLORD agrees to hold BROKER harmless from any negligent act or delivery, nondelivery or misdelivery of said 117 escrow funds, and BROKER shall be liable only for gross negligence. In any suit between the LANDLORD and any tenant procured hereunder, BROKER may interplead the escrow funds into the registry of the Court, and BROKER shall be entitled to reasonable attorneys' fees and court costs incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Contract shall make BROKER responsible for 120 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 121 consent. 122
- FAIR HOUSING: The Premises shall be offered, shown and made available for rent to all persons without regard to race, religion, color, sex, 123 10. familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws.
- 11. OWNERSHIP OF PREMISES: LANDLORD represents that all signatures representing full ownership of the Premises appear on this Contract 125 and that there are no other owners. 126
- 12. LOCKBOX AUTHORIZATION: LANDLORD [SELECT ONE. IF NO SELECTION IS MADE, (A) SHALL APPLY]: 12 (A) does or (B) does 127 not authorize BROKER to install and use a lockbox on the Premises. If LANDLORD authorizes use of a lockbox, LANDLORD acknowledges that the lockbox is not intended or designed as a security device, but rather is a device to enable more efficient renting of LANDLORD'S
- Premises. LANDLORD hereby releases BROKER, Naples Area Board of REALTORS® and Association of Real Estate Professionals, Inc., M.L.S. of
- 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
- members, participants or subscribers of any such organizations, from any liability for any injuries, losses, costs, or expenses suffered or incurred by
- LANDLORD by reason of unauthorized access to the Premises resulting from the availability of the lockbox.

134	13. BROKERAGE RELATIONSHIP: BROKER, o	r licensee of BROKE	R, has informed and disclosed	to LANDLORD the brokerage r	elationship
135	between BROKER and LANDLORD. The brokerage	relationship is	<u> พระเรียงคน</u> . (If left blank	, transaction broker relationship s	hall apply.)
136 137 138 139 140 141	provide MLS with (A) factual data about the physic pending rental information (excluding rental terms BROKER the right to authorize MLS to incorporate agree that all database compilations are owned excluding data about the Premises, as ML	al characteristics of the s), and (D) the closed the aforementioned in lusively by MLS, which S deems appropriate.	e Premises; (B) timely notice of renting terms upon the leas formation into its database. LA shall have the sole and exclusion	of status changes relating to the e of the Premises. LANDLORD NDLORD and BROKER acknow ive right to license access to the	listing; (C) grants to rledge and data in the
143 144 145 146	AGREEMENT. BROKER SHALL HAVE NO PROP SHOULD BE SET FORTH IN A SEPARATE AGR	PERTY MANAGEMEN EEMENT. IF NO PRO	NT DUTIES. ANY ARRANGEM PPERTY MANAGEMENT AGI	MENTS FOR PROPERTY MANA REEMENT IS ENTERED INTO E	AGEMENT BETWEEN
147	16. OTHER TERMS AND CONDITIONS:				
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157	BEFORE SIGNING, LANDLORD HAS RI	EVIEWED THE TERM	S AND CONDITIONS ON ALL	PAGES OF THIS CONTRACT.	
	(Landlord's Signature)	(Date)	(Landlord's Signature)		(Date)
	(Landlord's Printed Name)		(Landlord's Printed Name)	,	
	Landlord's Mailing Address:				
	Landlord's Contact: (Home) (Office)	(Cell)	(Fax)	
	Email Address:	No. 10 Card J	Property Telephone:		
	(Authorized Broker's Signature)	(Date)	(Listing Licensee's Printed Nam	ne)	
	Brokerage Firm Name:				