



RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



- 1 THIS RENTAL LISTING CONTRACT (this "Contract") is made and entered into on {Insert Date} 7/26/18
- 2 between: ("LANDLORD") Isabel Julie Caporaso and
- 3 ("BROKER") Amerivest Realty
- 4 1. **PREMISES/PROPERTY:** For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the
- 5 premises having the following street address: 4530 Potomac Pl Cir #305 Naples FL
- 6 and if applicable, together with Parking Space(s) (#) _____, Garage(s) (#) _____, Cabana(s) (#) _____, Storage Locker(s) (#) _____, and
- 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: Potomac Place condo unit 1305
- 9 2. **TERM OF LISTING:** BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on
- 10 7/26/18 ("Contract Commencement Date") and terminating on 7/26/19
- 11 ("Termination Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement
- 12 Date is inserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees
- 13 to pay BROKER the agreed upon rental commission compensation for all rentals for the Premises (or portion thereof) procured under and during the
- 14 time of this Contract, including rentals between LANDLORD and Tenant, all reservations, renewals, assignments, and transfers outside the
- 15 Termination Date of this Contract, as per Paragraph 4B.
- 16 3. **TERMS OF RENTAL:** BROKER'S exclusive right and authority to rent shall be for the following rental amount and terms, or upon any other
- 17 rental amount or terms to which LANDLORD may hereafter consent:
- 18 A. Seasonal Rent: From: Jun 1 2018 To: 3/31/2018 \$ 3000. -
- 19 per month, plus all sales and service taxes imposed by any taxing authority.
- 20 B. Off-Season Rent: From: 4/1/19 To: 12/31/19 \$ 2000 - 2500. -
- 21 per month, plus all sales and service taxes imposed by any taxing authority.
- 22 C. Annual Rent: \$ n/a per month.
- 23 D. Security Deposit: \$ 500. - to be held in accordance with Florida law.
- 24 E. Advance Rent Requested: \$ All
- 25 F. Availability: PROPERTY will be available AT ALL TIMES during the RENTAL LISTING CONTRACT PERIOD, unless otherwise agreed to
- 26 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 (1) SHALL APPLY]: ☒ (1) agrees or ☐ (2) does not agree to provide BROKER with a copy of the inventory within 10 days after the
- 35 Commencement Date of this Contract.
- 36 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,
- 37 LANDLORD will be required to pay for that item. ("A" = Annual; "S" = Seasonal.)

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

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

40 **4. LANDLORD'S OBLIGATIONS: LANDLORD AGREES:**

41 A. To pay BROKER compensation of [FILL IN THE APPROPRIATE % AND/OR AMOUNT]:

42 ☒ 17 % of all gross rental income, whether procured by BROKER or LANDLORD including advance rent,
 43 ☐ and \$ _____ as set forth in the rental agreement, or ☐ a fee of \$ _____ for BROKER's services, plus any
 44 federal, state and local taxes that may be due for BROKER's services, payable as follows: _____

45 B. If a Tenant procured hereunder enters into a renewal rental agreement, extension agreement or new rental agreement(s) of the Premises
 46 within 9 months after the Termination Date of this Contract, BROKER shall be deemed the procuring cause and shall be paid the leasing
 47 compensation as per Paragraph 4.A.

48 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
 49 closing to the real estate broker Compensation of 60 % of the purchase price of the Property
 50 ☐ and \$ _____ OR ☐ a flat fee of \$ _____ to BROKER.

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

54 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
 55 compensation for the entire term of the rental.

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

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

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

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

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

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

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

78 M. "Cautionary note regarding audio and/or video surveillance and recording devices: There are Federal and Florida laws governing
 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
 80 agrees to inform broker in the event such devices are in active use on the property."

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

82 A. To become informed about the Premises.

83 B. To promote the Premises for rent as BROKER deems advisable.

84 C. To distribute such information regarding this Contract as BROKER deems advisable to other real estate brokers, and to cooperate with
85 other brokers in procuring a Tenant for the Premises.

86 D. To promptly pay the procuring broker participating in the rental of the Premises after receipt by BROKER of the compensation provided for
87 in Paragraph 4.A. of this Contract. BROKER has explained (1) BROKER's policy regarding cooperation with and compensation to other brokers, and
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
89 a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of ☐ \$ _____ %
90 of the rental amount ☐ and \$ _____ OR a flat fee of \$ _____.

91 E. To keep LANDLORD informed as to the progress being made on renting of the Premises.

92 F. **INTERNET OPTIONS: [SELECT ONE OPTION IN EACH CHOICE BELOW. IF NO SELECTION IS MADE, (1) SHALL APPLY IN EACH**
93 **CASE]:** LANDLORD agrees that the Property ☒ (1) may or ☐ (2) may not be displayed on the internet. LANDLORD acknowledges that if (2) above
94 is selected, consumers who search the internet will not see information about the Property in response to their search. If the LANDLORD selects
95 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;
96 Real estate brokers or selling licensees participating in, or subscribing to, the MLS who operate internet websites accessible to consumers,
97 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
98 ☐ (2) may enable users of their websites to post comments or reviews ("blogging") about the Property that are accessible to other users of the
99 websites.

100 **6. AUTHORIZATION TO HANDLE FUNDS/DEFAULT:** BROKER is authorized to accept money deposited by Tenant, and if said deposit shall be
101 forfeited by the prospective Tenant, BROKER is entitled to one-half of said deposit, but not exceeding the total amount of BROKER's compensation,
102 as BROKER's compensation.

103 **7. RENTAL NOT GUARANTEED:** LANDLORD understands that this Contract does not guarantee the rental of the Premises, but that it does
104 guarantee that BROKER will make an earnest and continued effort to rent same until this Contract is terminated.

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

113 **9. LIMITATION OF LIABILITY:** Except in the case of gross negligence or illegal acts by BROKER, LANDLORD agrees to hold BROKER
114 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
115 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
116 payment of expenses and (C) if applicable, inspection of the Premises for damages caused by Tenant. If BROKER acts as Escrow Agent with
117 respect to any funds hereunder, LANDLORD agrees to hold BROKER harmless from any negligent act or delivery, nondelivery or misdelivery of said
118 escrow funds, and BROKER shall be liable only for gross negligence. In any suit between the LANDLORD and any tenant procured hereunder,
119 BROKER may interplead the escrow funds into the registry of the Court, and BROKER shall be entitled to reasonable attorneys' fees and court costs
120 incurred, which fees and court costs shall be charged against the non-prevailing party. Nothing in this Contract shall make BROKER responsible for
121 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
122 consent.

123 **10. FAIR HOUSING:** The Premises shall be offered, shown and made available for rent to all persons without regard to race, religion, color, sex,
124 familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws.

125 **11. OWNERSHIP OF PREMISES:** LANDLORD represents that all signatures representing full ownership of the Premises appear on this Contract
126 and that there are no other owners.

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

134 13. **BROKERAGE RELATIONSHIP:** BROKER, or licensee of BROKER, has informed and disclosed to LANDLORD the brokerage relationship
135 between BROKER and LANDLORD. The brokerage relationship is Transactional. (If left blank, transaction broker relationship shall apply.)

136 14. **MULTIPLE LISTING SERVICE(S) DATABASE COMPILATIONS:** If the listing is entered into MLS, LANDLORD authorizes BROKER to
137 provide MLS with (A) factual data about the physical characteristics of the Premises; (B) timely notice of status changes relating to the listing; (C)
138 pending rental information (excluding rental terms), and (D) the closed renting terms upon the lease of the Premises. LANDLORD grants to
139 BROKER the right to authorize MLS to incorporate the aforementioned information into its database. LANDLORD and BROKER acknowledge and
140 agree that all database compilations are owned exclusively by MLS, which shall have the sole and exclusive right to license access to the data in the
141 database, including data about the Premises, as MLS deems appropriate.

142 15. **NO MANAGEMENT AGREEMENT: LANDLORD ACKNOWLEDGES THAT THIS CONTRACT DOES NOT CONSTITUTE A MANAGEMENT**
143 **AGREEMENT. BROKER SHALL HAVE NO PROPERTY MANAGEMENT DUTIES. ANY ARRANGEMENTS FOR PROPERTY MANAGEMENT**
144 **SHOULD BE SET FORTH IN A SEPARATE AGREEMENT. IF NO PROPERTY MANAGEMENT AGREEMENT IS ENTERED INTO BETWEEN**
145 **LANDLORD AND BROKER, LANDLORD SHALL DEAL DIRECTLY WITH TENANT WITH RESPECT TO REPAIR AND MAINTENANCE**
146 **ISSUES.**

147 16. **OTHER TERMS AND CONDITIONS:** _____
148 _____
149 _____
150 _____
151 _____
152 _____
153 _____
154 _____
155 _____
156 _____

157 **BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERMS 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: _____ Property Telephone: _____

(Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)

Brokerage Firm Name: _____