

# RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



•	1 THIS F	THIS RENTAL LISTING CONTRACT (this "Contract") is made and entered into on {Insert Date}					
2	2 betwee	between: ("LANDLORD") CCinn; ) V LLC and					
3	"BRO	between: ("LANDLORD") (Cairy ) Town; ) y LC and and ("BROKER") \ \frac{1}{2} \text{Requires } \text{Requires } \frac{1}{2} \text{Requires } \text{Requires } \text{Requires } \text{Requires }					
4 5	1. P	1. PREMISES/PROPERTY: For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the premises having the following street address:					
6	and if a	pplicable, together with Parking Space(s) (#) / Garage(s) (#) _ Cabana(s) (#) _ , Storage Locker(s) (#) _ , and					
7	Boat Do	ck(s) or Slip(s) (#) to which LANDLORD has an exclusive right of use and the right to cent (collectively, the "Premises"), legally					
8	describ	ed as follows:					
9 10 11 12 13	2. TERM OF LISTING: BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on ("Contract Commencement Date") and terminating on						
14 15	Termina	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		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	rental at	nount or terms to which I AND! ODD mov benefits expect.					
18 19	A.	Seasonal Rent: From: 1/1/) 7/ To: 3/3/// \$ 3700 per month, plus all sales and service taxes imposed by any taxing authority.					
20 21	В.	Seasonal Rent: From: 1/1/1/7 To: 3/3/1/9 \$ 3700 - per month, plus all sales and service taxes imposed by any taxing authority.  Off-Season Rent: From: 1/1/1/8 To: 1/3/1/8 \$ 500 per month, plus all sales and service taxes imposed by any taxing authority.					
22	C.	Annual Rent: \$					
23	D.	Security Deposit: \$ 5000 to be held in accordance with Florida law.					
24	E.	Advance Rent Requested: \$\v3_\1\					
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	Ģ,	Restrictions:					
28		(1) Smoking is [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY]: 1 (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	ſ.	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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	Electric Long Distance and Toll Calls Basic Cable Exterior Pest Control Sewer Pool Maintenance Water Pool Maintenance  From Pool Heat Water Pool Heat Water Pool Heat Water Interior Pest Control Lawn Care Interior Pest Control Real Estate Taxes Other Rec. Lease Fee S		Golf Transfer Fee Pre-Occupancy Cleaning Post-Occupancy Cleaning Association Maintenance Fees Association Tenant Security/ Common Area Deposit \$ Association Application Fee(s) Pet Deposit Credit Application Fee	\$	<u>A</u>	<u>s</u> 10+0 - 1
3	Transici / ee #		BROKER Application Fee	\$	-	I
4: 4:	SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL A connection and deposit for the above utilities except:  LANDLORD'S OBLIGATIONS: LANDLORD AGREES:  A. To pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensation of [FILL IN THE APPR  A. TO pay BROKER compensati	ROPRIATE	: % AND/OR AMOUNT]:	ANDI ODD induiting		_•
43					, plus a	inv
45 46 47	5 B. If a Tenant procured hereunder enters into a renewal re 6 within	rices, payal ental agree act, BROK	ble as follows: ement, extension agreement or ne ER shall be deemed the procurin	w rental agreement(s) of the g cause and shall be paid the	Premise le leasir	es ng
48 49 50 51 52 53 54 55 56 57 58 60 61 62 63	closing to the real estate broker Compensation of  OR a flat fe  D. TO PAY THE COMPENSATION TO BROKER WHETHI  REFER TO BROKER ALL INQUIRIES ABOUT THE PREMISE  OTHER PERSONS OR ENTITIES.  E. If the Premises are sold to a buyer other than Tenant du  compensation for the entire term of the rental.  F. To provide BROKER access to the Premises for the  reasonable hours.  G. To maintain and repair the Premises including, but not li  structural components, locks, keys, and steps, and to keep the plu  where Tenant has agreed to provide such maintenance. LANDI housing, and health codes including, but not limited to, ensuring commencement of each rental agreement.  H. To comply with the procedures contained in Chapter 8	ee of \$	TIS SECURED BY BROKER OF HER THEY ARE FROM OTHER OF Inspection or presenting it to present the roofs, porches, windows, extending, air conditioning systems and also ensure that the Premises working smoke detector device	ne purchase price of the to BROKER. R BY ANY OTHER PERSON R BROKERS, LICENSEES, of all unpaid portions of BROKEF prospective tenants and/or b ior walls, screens, foundations d appliances in working order s comply with all applicable is installed in the Premises	AND TOOR AND TOOR AND TOOR AND TOOR AND TOO TO TOO TO TOO TO TOO TO TOO TO TOO TO T	ty O IY al at s, tot
65 66 67 68 69 70 71 72 73 74 75 76 77 78	I. To provide Tenant such condominium, cooperative and/o that Tenant may (1) make prompt application with the respective a said association(s).  J. To permit interior and exterior photographs and/or videos K. To acknowledge that BROKER shall retain all rights, inclimaterials or content developed by BROKER, or by third parties action, any photographs, images, graphics, video recordings, virtual to other copyrightable elements relating to the Property ("Marketing Nirrevocable license to use, sublicense, publish, display and reprodumarketing the Property. LANDLORD warrants that any such Marketithe intellectual property or other rights of any other person or entity.  L. LANDLORD warrants to BROKER that all financial obligating the Contract.  M. "Cautionary note regarding audio and/or video surveices of such devices. In many instances, consent of ALL parties to server."	or homeowingssociation of the Projuding, but ing on Brohours, drawing Materials"). Lice any an ing Materia itions for the	ners' association documents as magnetic (s) for approval, if required, and (s) for approval, if required, and (s) perty to assist the BROKER in magnetic indicated to any copyright or other's behalf, for use in marketing the large, written descriptions, remarks LANDLORD further grants to BR did all Marketing Materials supplied alls provided by LANDLORD to BRITE Property are paid currently and direcording devices: There are	ay be customary in the comm 2) otherwise comply with the rketing the Property. The intellectual property rights the Property, including, but not an arratives, pricing information (OKER a royalty-free, perpetuty LANDLORD to Broker for OKER do not violate or infring up to date and will remain so	tunity so rules of , to any t limited on, and ual, and r use in ge upon	o f
80	agrees to inform broker in the event such devices are in active use o	n the prop	erty."	,p.y mar are low.		

### **BROKER'S OBLIGATIONS: BROKER AGREES:** 81

82

- To become informed about the Premises.
- 83 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 other brokers in procuring a Tenant for the Premises. 85
- 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 of the rental amount 🗖 and \$\_\_\_\_\_ OR a flat fee of \$\_\_\_ 90
- E. To keep LANDLORD informed as to the progress being made on renting of the Premises. 91
- F. 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;. 95 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 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 99 websites.
- 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
- 7. 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 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 110 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 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 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 118 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 familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws. 124
- 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.
- 12. LOCKBOX AUTHORIZATION: LANDLORD [SELECT ONE. IF NO SELECTION IS MADE, (A) SHALL APPLY]: ☆ (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 128 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.

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 <u>Грания (transaction</u> ). (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 provide MLS with (A) factual data about the physical characteristics of the Premises; (B) timely notice of status changes relating to the listing; (C) pending rental information (excluding rental terms), and (D) the closed renting terms upon the lease of the Premises. LANDLORD grants to BROKER the right to authorize MLS to incorporate the aforementioned information into its database. LANDLORD and BROKER acknowledge and 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 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.
In Season 3 month minimum January 1-March 31  Season With one of the above notions and extrements after 1930 of permonth
Long Term  Long Term
152
153 Repairs & Maintenance - issues occur, tenant is to inform
154 broker who will inform landlard who will then contact her
155 repain, maintenance; or property management people to
BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.  Mary A. Craig 7/25/18
(Landlord's Signature) (Date) (Landlord's Signature) (Date)
Mary A. Craig (Landlord's Printed Name) (Landlord's Printed Name)
Landlord's Mailing Address: 2010 E Oakland Avenue
Landlord's Contact: (Horne) (Office)(Celt)(309) 242 -5152(Fax)
Email Address: MYC mac 1-2@ com cast. netroperty Telephone:
Leslie Rullin.
(Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)
Brokerage Firm Name: The river & Realt



# RENTAL LISTING CONTRACT EXCLUSIVE RIGHT AND AUTHORITY



1	THIS R	RENTAL LISTING CONTRACT (this "Contract") is made and entered into on {Insert Date}					
2		n: ("LANDLORD") Crain favority LLC					
3	("BROK	(ER") Y)VCGVVCS) RCC/ 1-1					
4 5	1. PREMISES/PROPERTY: For valuable consideration, LANDLORD hereby grants to BROKER the exclusive right and authority to rent the premises having the following street address: 1021 312 53.5 McGrey, F/#Ccc						
6	and if a	pplicable, together with Parking Space(s) (#), Garage(s) (#), Cabana(s) (#), Storage Locker(s) (#), and					
		cck(s) or Slip(s) (#) to which LANDLORD has an exclusive right of use and the right to rent (collectively, the "Premises"), legally					
8		ed as follows: Real Manage Clark (COP) COV					
9 10 11		RM OF LISTING: BROKER shall have the exclusive right and authority to rent the Premises for a period of time commencing on ("Contract Commencement Date") and terminating on 2/23/19					
12 13 14	to pay B time of Termina	nation Date"). The Contract Commencement Date shall be the date this Contract is signed by LANDLORD if no Contract Commencement inserted. The Termination Date shall be one (1) year from the Contract Commencement Date if no fixed date is inserted. LANDLORD agrees BROKER 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 17	3. <u>TEI</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 mount or terms to which LANDLORD may hereafter consent:					
18 19	A.	Seasonal Rent: From: 1/1/19 To: 5/37/19 6 4 2001 -					
20 21	В.	per month, plus all sales and service taxes imposed by any taxing authority.  Off-Season Rent: From: 11 / 1 / 1 × 5 × 5 × 5 × 6 × 10 × 10 × 10 × 10 × 10 × 10 × 10	b				
22	C.	Annual Rent: \$ \( \lambda \setminus					
23	D.	Security Deposit: \$ 500, 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]:					
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14 15	(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.						
16 17	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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Load Phone Read Estate Tares Pet Depost Rec. Lease Fee \$ Cred Application Fee(s) BROKER Application Fee(s) \$ SELECT ONE. IF NO SELECTION IS MADE. (1) SHALL APPLYI:    (1) Tenant or \$(2) (2) LANDLORD Shall pay all charges for hookup.  connection and deposit for the above utilities except:  40		rasn	$\mathcal{L}$	Heat & A/C Filters	*****	$\overline{\mathbb{O}}$	Association Tenant Security/	nla	
Coter Rec. Lease Fee \$ Credit Application Fee \$ SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY! □ (1) Tenant or \$\frac{1}{2}\$\$ (2) LANDLORD shall pay all charges for hookup.  38 [SELECT ONE. IF NO SELECTION IS MADE, (1) SHALL APPLY! □ (1) Tenant or \$\frac{1}{2}\$\$ (2) LANDLORD shall pay all charges for hookup.  40 4. LANDLORD'S CREJICATIONS: LANDLORD ACREES.  41 A To pay BROKER compensation of [FILL IN THE APPROPRIATE % AND/OR AMOUNT]:  42		Lawn Care	<u>0</u>	Interior Pest Control		0			_
Other Rec. Lease Fee \$ Credit Application Fee \$ SONER APPLICATION FEED Application Fee \$ SONER APPLICATION FEED APPLICA		Local Phone							_ 1
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40. 4. LANDLORO SIGNATIONS: LANDLORD AGRES:  A To pay BROKER compensation of IFILL IN THE APPROPRIATE % AND/OR AMOUNT]:  ***  **  **  **  **  **  **  **  **	3	8 (SELECT ONE. )	F NO SE			7- <b>[7</b> ]	(1) Tarant or 154 (0) Latinus	Ÿ	+
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2		" MIGHOLORIO	O COLIGA	THOMS. LANDLUKU AGKE	<u>E9:</u>				
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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.  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.  M. "Cautionary note regarding audio and/or video suppellance and recording devices. These are Federal and Federa	69	10 000000	vicuge and	I DIVONEN SHAN (BIAN) AN NOC	us inciliaina	nut no	It limited to only conviolable as at	والمراجع المراجع المرا	
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79 Use of such devices. In many instances, consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to such supplied to the consent of ALL parties to to the		use of such devices.	In many i	nstances, consent of All and	surveillance	and I	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 agrees to inform broker in the event such devices are in active use on the property."	80	agrees to inform brok	er in the e	vent such devices are in activ	e use on the	properi	ive is required in order for the : v."	activity to comply with the la	aw. Seller

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

82

83

- To become informed about the Premises.
- 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 other brokers in procuring a Tenant for the Premises. 85
- 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 a cooperating broker compensation [SELECT ONE AND FILL IN THE APPROPRIATE % AND/OR AMOUNT] in the amount of 90 of the rental amount 
  and 
  and 
  and \_\_\_\_ OR a flat fee of \$\_\_
  - E. To keep LANDLORD informed as to the progress being made on renting of the Premises.
- 91 F. 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 94 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; 95 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 99 websites.
- 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, 101 102 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 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 111 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 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, 118 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 familial status, national origin, disability, or sexual orientation, in full compliance with the federal, state and local fair housing laws. 124
- 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]. ★ (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 128 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

13	13. BROKERAGE RELATIONSHIP: BROKER, or licensee of BROKER, has informed and disclosed to LANDLORD the brokerage relationship						
13:	135 between BROKER and LANDLORD. The brokerage relationship is						
136 137	136 14. MULTIPLE LISTING SERVICE(S) DATABASE COMPILATIONS: If the listing is entered into MLS, LANDLORD authorizes BROKER to provide MLS with (A) factual data about the physical characteristics of the Promises: (P) timely police of other land.						
139	BROKER the right to authorize MLS to incorporate the aforementioned information into its detabase of the Premises. LANDLORD grants to						
	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 database, including data about the Premises, as MLS deems appropriate.						
142 15. NO MANAGEMENT AGREEMENT: LANDLORD ACKNOWLEDGES THAT THIS CONTRACT DOES NOT CONSTITUTE A MANAGEME							
143 144	MORELANDIA DICHER STARL MAVE MU PRUPERTY MANAGEMENT DITTES ANY ADDAMAGMENTS FOR PROPERTY MANAGEMENT						
145	SHOULD BE SET FORTH IN A SEPARATE AGREEMENT. IF NO PROPERTY MANAGEMENT AGREEMENT IS ENTERED INTO BETWEEN LANDLORD AND BROKER, LANDLORD SHALL DEAL DIRECTLY WITH TENANT WITH RESPECT TO REPAIR AND MAINTENANCE						
146	ISSUES.						
In Season	16. OTHER TERMS AND CONDITIONS: Rental Period November 1 - April 30 3 month minimum January 1 - March 31 Last minute option 2 month minimum January 1 - March 31 # 4,000 per mo in with one of the above options and extra months outside January 1 - March 31 I month December 1 - December 31						
OFF Seaso	n with one of the above options and extra months autist 31 \$ 4200 permo						
149	1 month December 1 - December 31 \$ 32000 permo						
Long Term	Month April - April 30						
151	6 months November 1 - April 30						
152	#3,000 permo						
153	Repairs : Maintenance - issues occur, tenant is to inform						
<b>1</b> 54	broker who will inform landlord who will then contact her						
155	repair, maintenance, or property management people to						
156	handle the issue						
157	BEFORE SIGNING, LANDLORD HAS REVIEWED THE TERMS AND CONDITIONS ON ALL PAGES OF THIS CONTRACT.						
	Mary a. Craig 1/25/18						
	(Landlord's Signature) (Date) (Landlord's Signature)						
	Mary A. Craig						
	(Landlord's Printed Name) (Landlord's Printed Name)						
I	Landlord's Mailing Address: 2010 E Oakland Ave, Bloomington, IL 61701						
	andlord's Contact: (Home) (Office) (Ceil) 309 242-5152 (Fax)						
1	Email Address: Mrc mac 1, 20 com caste net Property Telephone:						
1	Les Le Rollin						
(	Authorized Broker's Signature) (Date) (Listing Licensee's Printed Name)						
F	Brokerage Firm Name: Merivest Keylt						

## RENTAL PERIOD NOVEMBER 1 – APRIL 30

## **RENTAL PRICES & TERMS FOR UNIT 200**

## **IN SEASON**

3 month minimum – January 1 – March 31	\$4,000.00 per month
Last Minute Option – 2 MONTH MINIMUM January 1 – March 31	\$4,200.00 per month

# <u>OFF SEASON – WITH ONE OF THE ABOVE AND EXTRA MONTHS OUTSIDE January 1 – March 31</u>

1 Month – December 1 – December 31	\$3,200.00 per month
2 Months – November 1 – December 31	\$3,100.00 per month
1 Month – April 1 – April 30	\$3,800.00 per month

## **LONG TERM**

6 MONTHS – November 1 – May 1 \$3,000.00 per month