

Oviedo  
376 North Central Avenue  
Oviedo, FL 32765  
407-366-6320 Office  
407-366-3334 Fax



Avalon Park  
3819 Avalon Park Blvd., East  
Orlando, FL 32828  
407-207-8831 Office  
407-207-8837 Fax

## One Time Tenant Find Only Agreement

This One Time Tenant Find Only ("Agreement") is between \_\_\_\_\_  
("Owner") and Rent Works, LLC ("Broker"). This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**1. EXCLUSIVE RIGHT TO LEASE:** Broker shall have the Exclusive Right to Lease real property described below, including any personal property left on site (collectively, "Property") located at: \_\_\_\_\_, City \_\_\_\_\_, County \_\_\_\_\_, Zip \_\_\_\_\_.

Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental until and rental of the same will not violate any laws, ordinances, or rules. Proof of ownership attached: (i.e. Deed, copy of public records, HUD, or closing statement and lead base paint disclosure (if built prior to 1978)).

Property is currently being listed for sale? Yes \_\_\_\_; No \_\_\_\_.

Being sold subject to lease term? Yes \_\_\_\_; No \_\_\_\_.

If No, will lease include a 60 day Notice to Vacate Clause? Yes \_\_\_\_; No \_\_\_\_.

**2. LEASE TERMS:** Owner authorizes and agrees that Broker may offer the Property for lease at the following rate and terms: Owner accepts a maximum lease term of \_\_\_\_\_ months and a minimum lease term of \_\_\_\_\_ months. Initial rental rate to be set at \$\_\_\_\_\_ per month, subject to change with Owner's approval.

**3. LEASE COMPENSATION:** Owner agrees to compensate Broker as follows: For securing a tenant, fee of the first month's full rent. Broker shall earn the fee stated herein upon procuring a ready, willing, and able tenant and it shall be payable to Broker in full upon the earlier of: (i) the date on which all funds due prior to move-in under the applicable lease have been collected; (ii) the tenant's lease term has begun; (iii) Owner's termination of this agreement; or (iv) Owner's default under the lease or this agreement. A subsequent breach or failure to perform by tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Broker does not guarantee any tenant's performance under any lease.

**4. LEASE DRAFTING AND ATTORNEY'S FEE:** In the state of Florida, a Broker is not allowed, by law, to draft a lease; therefore, there will be a charge to the Owner of \$35.00 for the attorney's fee for preparation of the lease. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be The Law Offices of Heist, Weisse, & Davis, P.A., 37 North Orange Ave., Suite 500, Orlando, FL 32801. Phone 800-253-8428. This fee will be collected upon execution of this agreement and funds should be made payable to Century 21 Selective.

**5. LOCK BOX AUTHORIZATION:** Owner approves the use of a lock box system to show and access the Property. Yes \_\_\_\_; No \_\_\_\_\_. Owner's initials (\_\_\_\_) (\_\_\_\_).

**6. EFFECTIVE DATE:** This Agreement shall become effective on the date last signed or initialed.

**7. TERM OF AGREEMENT:** Owner hereby grants to Broker the Exclusive Right to Lease the Property for a term of one hundred twenty (120) days from the effective date of the agreement, not to exceed twelve (12) months. Owner and Broker shall have the right to immediately terminate this agreement, without cause, upon written notice at any time. Such termination shall not in any way eliminate or otherwise affect Owner's obligation to pay any amounts due Broker under this Agreement. In the event that Owner terminates this agreement within one hundred twenty (120) days of the Effective Date of this Agreement, Owner shall pay Broker a cancellation fee of \$500.00 in addition to any amounts otherwise due under this Agreement.

Owner's Initials (\_\_\_\_) (\_\_\_\_)

**8. AUTHORITY TO LEASE:** Owner agrees to promptly refer to Broker all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases and lease renewals and agrees to accept a lease that satisfies the Broker's criteria. Tenant may not take possession of the Property until a fully executed lease has been delivered to Broker and Owner agrees to execute and return any such lease to Broker by fax or overnight mail within 24 hours of Owner's receipt. In the event that a prospective tenant places a deposit with Broker or Owner and tenant fails to execute a lease or take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to Broker. Broker retains the full right to make any decisions on the return or retention of the deposit if the applicant demands the deposit return and there is a dispute. Owner acknowledges that by entering into this Agreement, Broker does not guarantee that the Property will be leased. Broker will use its best efforts to obtain a tenant. Owner certifies and represents that Owner has the legal authority and capacity to lease the Property and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances, or rules.

**9. BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to lease the Property. Owner authorizes Broker to: (i) advertise the Property as Broker deems advisable, in its sole discretion, in newspapers, publications, computer networks and other media; (ii) place appropriate transaction signs on the Property and remove all other such signs including Owner's signs during the term of the agreement; and (iii) place the Property in multiple listing service ("MLS"), if available. Such advertising may be general in nature and may not specifically describe the property.

**10. SECURITY DEPOSIT AND ADVANCE RENT:** All security deposits and advance rent must be held by Owner in a Florida banking institution and in accordance with Chapter 83 Florida Statutes. Owner shall have full responsibility to collect rents, deposit and hold funds received on behalf of the tenant as required by Chapter 83.49 Florida Statutes and disburse the security deposit to the tenant in accordance with Florida Law. Owner shall indemnify Broker in the event tenant sues Broker over a dispute concerning Owner's disposition of the security deposit or advance rent. Initial Security Deposit required is to be \$\_\_\_\_\_.

**11. TENANT HISTORY:** Broker will obtain a standard credit and background report (hereafter, "Tenant Report") on all tenant applicants from a credit bureau of Broker's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report: (i) may not be all inclusive; (ii) may not provide information from all local jurisdictions within the United States; and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Broker warrant the completeness nor accuracy of the information contained therein. The Broker will pay for the cost of the Tenant Report from the application fee collected from tenant by Broker. Owner understand and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability of creditworthiness unless expressly agreed to in writing. Owner agrees that Owner shall not be provided with the Tenant Report unless authorized by tenant, the report provider, and law.

**12. KEYS AND LOCK BOX:** Upon execution of this agreement, owner will provide a minimum of three (3) sets of keys for each door lock, plus security and pool keys, garage door openers, gate cards and security passes, if any. Owner authorizes Broker to deliver the key to the Property to any cooperating real estate broker or sales person for the purpose of showing the property. If a lock box is approved on the Property, Owner is advised to secure or remove valuables. Owner agrees that the lock box is to the Owner's benefit and hereby releases Broker, and persons working through Broker, from all liability and responsibility in connection any loss that occurs. Owner agrees to hold Broker harmless from any liability which may arise from damage, theft, negligence, or loss which may occur in connection with the delivery of the key to the Property or utilization of a lock box system as stated herein.

**13. INVENTORY, DAMAGES OR MISSING ITEMS:** Owner shall provide tenant with a written inventory of personal items and furnishings. Broker is not responsible for damage to the premises or missing, lost, or damaged items or furnishings under any circumstances, including but not limited to theft, switching out of items, vandalism, or negligence of tenant(s), their guests, or third parties.

**14. CONDITION OF PROPERTY:** Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. Broker accepts no responsibility of ordering, arranging, or coordinating any vendor services or rent collection services. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the property is in good, habitable condition, and there is no mold, mildew, or any water intrusion on the premises and is in compliance with all applicable laws, ordinances, and regulations of all governmental authorities.

**15. COMPLIANCE WITH DECLARATION OF CONDOMINIUM, TAXES & ASSESSMENT:** If rental unit is a condominium or is governed by a Homeowner's Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner agrees to pay all federal, state, or local taxes or assessments that are due or may become due as a result of the leasing. It is the Owner's sole responsibility to provide Broker with Association application forms and copy of the Rules and Regulations at time of this agreement. Property owner agrees to pay for all association charges related to renting out this property. These association charges include, but are not limited to: Tenant application, tenant background screenings, tenant deposits for common areas, pool keys, clubhouse keys, and any and all other required deposits or fees.

**16. INDEMNIFICATION:** Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company if any, affiliates, employees, agents, representatives, successors and assigns, from all claims, suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines, and damages of any kind whatsoever and any expenses arising from or relating to: (i) an Owner caused booking conflict or Owner's failure or refusal for any reason to deliver possession of the property; (ii) any claim or loss relating to tenant's failure to perform under any agreement or failure to pay any funds due owner; (iii) bad or returned checks from any tenant; (iv) any violation of any federal, state, municipal, or Homeowner's Association law, regulation, or ordinance by Broker, including any claims or losses arising from Broker's negligence except as may be caused by Broker's willful gross negligence or illegal acts.

**17. ATTORNEY'S FEES:** In the event of any litigation arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover its attorney's fee (including in-house attorneys) and costs, including fees and costs incurred on appeal. Both Owner and Broker hereby mutually waive any right to a trial by jury in the event of any litigation.

**18. VENUE, JURISDICTION AND GOVERNING LAW:** Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Property is located and each personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the law of the State of Florida.

**19. NON-DISCRIMINATION:** Owner and Broker agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides that it shall be lawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rent of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status, or handicap.

**20. ENTIRE AND BINDING AGREEMENT:** This Agreement, which includes all addenda attached hereto which is hereby incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing and signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner which are not contained in this Agreement. If any provision of this Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

**21. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successor and assigns of Broker and Owner and their respective heirs, administrators, executors, successors, and assigns.

**22. NOTICES:** Whenever notice shall or may be given to Broker by Owner, each such notice shall be faxed or mailed to the Broker's address listed herein or such other address Broker may designate. Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail, fax, or via e-mail.

**23. TAX INDEMNIFICATIONS:** US citizens must provide a TAX ID number on a W-9 and a citizenship statement to be exempt from the 31% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with the ITIN number to be exempt from 31% IRS withholding tax, but are advised to seek the advice of an accountant before signing IRS form W-8ECI, which states that the signer is exempt from US back-up withholding because their rental property is a business.

**ADDITIONAL CLAUSES:**

**Pre foreclosure:** Owner certifies that they have no liens or judgments against the property and that the property is not in foreclosure. If the property should go into foreclosure prior to a tenant being placed, Owner will notify Broker, in writing, immediately: (\_\_\_\_) (\_\_\_\_) Owner's initials. A one-time fee will be collected from Owner, payable to Angiqua Title, to perform an Ownership and Encumbrances (E&O). This fee must be submitted to Broker upon execution of this document.

**Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements, and other specialized services**

Owner's Initials (\_\_\_\_) (\_\_\_\_)  
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**Tenant Exclusions:**

- Smoker allowed: Yes \_\_\_ / No \_\_\_ / Outside Only Permitted \_\_\_
- Pets allowed: Yes \_\_\_ / No \_\_\_ If "Yes", Pet Fee in the amount of \$300.00 per pet will be collected from Tenant to be paid directly to Owner.
- College Students Permitted: Yes \_\_\_ / No \_\_\_
- Graduate Students Permitted: Yes \_\_\_ / No \_\_\_

**Any services included with rental:**

- Lawn service: Yes \_\_\_ / No \_\_\_; Company Name: \_\_\_\_\_
- Pool service: Yes \_\_\_ / No \_\_\_; Company Name: \_\_\_\_\_
- Cable: Yes \_\_\_ / No \_\_\_; Company Name: \_\_\_\_\_
- Water: Yes \_\_\_ / No \_\_\_; Company Name: \_\_\_\_\_
- Electricity: Yes \_\_\_ / No \_\_\_; Company Name: \_\_\_\_\_
- HOA: Yes \_\_\_ / No \_\_\_; Management Company Name: \_\_\_\_\_

By signing below, I/We acknowledge that I/We have read and understood the terms of this Agreement and agree to abide by them. (All Owners of record must sign.) This is intended to be a legally binding document. If you do not understand any part of this agreement, you should obtain the advice of an attorney prior to execution. FINAL ACCEPTANCE: When duly signed by Broker, this agreement becomes binding on all parties.

Owner: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Owner: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
Print Name

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Owner: \_\_\_\_\_ Date \_\_\_\_\_  
Signature

Owner: \_\_\_\_\_ Tax ID/SSN: \_\_\_\_\_  
Print Name

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Broker: \_\_\_\_\_ Date \_\_\_\_\_  
Broker, Rent Works, LLC