



RMS Elite Properties

Right To Lease Agreement

This Agreement ("Agreement") is entered into this day: _____, between RENTAL MARKETING SOLUTIONS LLC, ("RMS) and _____ ("OWNER") who agree as follows:

1. RMS shall have the exclusive right (except otherwise provided in any addenda attached hereto) to lease the rental property described below, including any personal property left on site ("collectively, property") located at: _____.

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.

Property is listed for Sale:	Yes _____	No _____
Being sold subject to lease term?:	Yes _____	No _____
If NO will lease include 60 day Notice to Vacate clause?:	Yes _____	No _____

2. **LEASE TERMS:** Owner authorizes and agrees that RMS may offer the Property for lease at the following rates and terms: Owner accepts a maximum lease term of TWELVE (12) months and a minimum term of _____ at a rent rate of \$ _____ to \$ _____ per month.
3. **LEASE COMPENSATION:** Compensation shall be one (1) month's rent for a long-term lease, or 20% of all rental income for a short-term lease (defined as a lease less than 12 months), respectively, except as otherwise provided in any addenda attached hereto.
4. **LOCK BOX AUTHORIZATION:** Owner understands RMS uses a lock box system to show and access the Property unless otherwise agreed by the parties.

ADDITIONAL TERMS:

- EFFECTIVE DATE:** This agreement shall become effective on the date last signed and initialed.
- TERM OF AGREEMENT:** Owner hereby grants to RMS the Exclusive Right to Lease the property for a term of three (3) months from the Effective Date of the Agreement. Owner and RMS 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 to RMS under this Agreement. In the event that Owner terminates this Agreement within ninety (90) days of Effective Date of this Agreement, Owner shall pay RMS a cancellation fee of 1/2 of 1st month's rent.
- AUTHORITY TO LEASE:** Owner agrees to promptly refer to RMS all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to RMS the authority to negotiate leases and lease renewals and agrees to accept a lease that satisfies the RMS's criteria. Tenant may not take possession of the property until a fully executed lease has been delivered to RMS and Owner agrees to execute and return any such lease to RMS by fax or overnight mail within 24 hours of Owner's receipt. In the event that a prospective tenant places a deposit with RMS 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 RMS. RMS retains the full right to make any decision 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, RMS does not guarantee that the property will be leased. RMS will use its best efforts to obtain a tenant. Owner certifies and represents that the 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, and rules.
- RMS OBLIGATIONS AND AUTHORITY:** RMS agrees to make diligent and continued efforts to lease the Property. Owner authorizes RMS to: (a) advertise the Property as it deems advisable, in its sole discretion, in newspapers, publications, computer networks, and other media, (b) place appropriate transaction signs on the property and remove other such signs including Owner's sign(s) during the term of this agreement: and (c) place the property in a multiple listing service ("MLS") (if available). Such advertising may be general in nature and may not specifically describe

the Property.

- E. **TENANT HISTORY:** RMS will obtain a standard credit and background report on all tenant applicants from a credit bureau of RMS's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. RMS will pay for the cost of the Tenant Report from the application fee collected from tenant by RMS.
- F. **KEYS AND LOCK BOX:** Upon execution of this Agreement, Owner will provide a minimum of 2 sets of keys for each door lock, plus security and pool keys, mailbox keys, garage door openers, gate cards and security passes, if any. Owner authorizes RMS to deliver the key to the Property to any cooperating real estate broker or salesperson for the purpose of showing the Property.
- G. **INVENTORY, DAMAGES, or MISSING ITEMS:** Owner shall provide Tenant with a written inventory of personal items and furnishings. RMS 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.
- H. **CONDITION OF PROPERTY:** Owner shall have sole responsibility for placing the Property in clean and tenant ready condition prior to occupancy. RMS accepts no responsibility for ordering, arranging, or coordinating any vendor services or rent collection services unless otherwise agreed in writing. 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 area either from the 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, 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 government authorities.
- I. **INDEMNIFICATION:** Owner agrees to and does hereby hold harmless and indemnify RMS, from all claims suits, damages, losses, arising from or relating to (i) an Owner caused booking conflict or Owner's failure to 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 to Owner, (iii) bad or returned checks from any tenant, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property, (vi) any violation of any federal, state, municipal or homeowner's association law, regulation or ordinance, or (vii) any litigation or dispute between the Owner and any tenant (or any invitees or visitors on the Property), arising from or relating to any occurrences on or obligations relating to the Property or any lease.
- J. **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 fees and costs including fees and costs incurred on appeal. The parties hereby mutually waive any right to a trial by jury in the event of any litigation.
- K. **VENUE, JURISDICTION AND GOVERNING LAW:** The parties agree that the venue for any litigation arising out of, or relating to, this Agreement shall be in the county where the property is located and each consents to personal jurisdiction in the State of Florida. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In any litigation arising from or relating to this Agreement or the Property, venue shall be in Pinellas County, Florida.
- L. **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. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective. Any amendments to this Agreement or any changes to any provisions herein must appear in a writing signed by the parties.
- M. **NOTICE OF DEFAULT OF MORTGAGE:** The Owner certifies that the property is not presently in default of a mortgage or note, which is a secured lien on the property. The Owner shall give prompt notice to **RMS** and the tenant of a default under the clause of any mortgage or note.

N. **CONTRACT OF SALE:** Should Tenant and Landlord enter into a contract of sale for the House and/or the property on which the House is located, Rental Marketing Solutions, LLC Brokerage will be entitled to a commission of six percent (6%) of selling price at time of closing.

Additional terms:

By signing below I/We acknowledge that we have read and understood the terms of this Agreement and agree to abide by them (All owners of record must sign)

Owner's Signature

Dated _____

Owner's Signature

Dated _____

Rental Marketing Solutions Authorized agent

Dated _____