



## **TENANT PLACEMENT AGREEMENT**

The OWNER(S) herein contracts and agrees to employ Vangie Berry Signature Realty (Broker) to place Tenant, rent, or lease the following described property \_\_\_\_\_ Lake County, State of Florida.

1. **TERM:** The term of this agreement shall commence on \_\_\_\_\_, \_\_\_\_\_, 2012, is perpetual, shall end when either OWNER or AGENT shall give the other party notice of intent to terminate according to the terms stipulated or shall be renewed automatically so long as OWNER desires a tenant placed by Broker in said property.
2. **AUTHORITY:** OWNER gives Broker the authority to find a ready, willing and able tenant for said property and Broker is hereby appointed agent of the OWNER for this purpose. OWNER gives Broker the authority to institute such actions as may be necessary to collect rents, to collect rental and security deposits, escrow funds, to compromise and settle claims, to execute leases in the name of the owner, to reject applicants, execute receipts for money received and disburse funds collected on behalf of the owner, and do all other things that are customary and incidental on behalf of the owner, and do all other things that are customary and incidental to achieve placement of a tenant in said property. It is understood that Broker will retain application fees collected to reimburse costs involved in applicant evaluation. Broker agrees to have all prospective tenants complete an application form and Owner agrees to follow Broker's office procedure in checking the prospective tenant's credit, references, etc. OWNER understands that Broker will take the steps necessary to qualify tenant for rental of said property. After Broker places tenant in said property, OWNER is solely responsible for management of the rental property, rent and late fee collection, eviction of tenants, compromising and/or settling claims, and all other things customary and incidental to the efficient management of the property. In addition, OWNER understands Broker is not responsible if tenant's situation changes after tenant moves into said property and/or if tenant does not follow the terms of the rental agreement. OWNER certifies and represents he/she has legal authority and capacity to lease property and improvements.
1. **RENTALS:** The Broker shall use his best efforts to lease or rent the property at a rental of \$ \_\_\_\_\_ per month. Broker is giving his professional opinion that the rent price range of \$ \_\_\_\_\_ to \$ \_\_\_\_\_ per month. OWNER agrees if market conditions warrant that Broker may rent the property in the above specified rent price range.
2. **ADVERTISING:** Broker is given permission to advertise the property in any manner he shall see fit, including signs, newspaper, printed matter, and cooperating with other licensed Brokers. OWNER agrees to allow Broker to place a sign on said property and Broker will pay cost of said sign.
3. **REPAIRS:** Broker is given the right to advise OWNER about repairs to the above property, to recommend maintenance persons, and to recommend where owner can purchase materials. Broker will secure estimates for repairs and maintenance if owner so desires. All repairs MUST be completed prior to Tenant occupancy.
4. **INDEMNITY:** OWNER agrees to indemnify, defend, and hold harmless BROKER, its successors and assigns, from and against any and all claims, demands, losses, liabilities and judgments, including reasonable attorneys' fees both at trial and appellate level, and all costs of litigation, which may be asserted against or imposed upon the BROKER and which may arise out of or be attributable to, directly or indirectly: (a) BROKER'S duties as set forth herein, including but not limited to the execution of leases, and the collection, disbursement and management of funds related thereto, (b) comply with the terms of the rental agreement, (c) any failure by a tenant to comply with the terms of the rental agreement, (d) any action taken by a tenant or tenant's agents or invitees following placement of the tenant on the property, including negligent or willful acts or omissions resulting in damage to the property, injury or death of any person, or loss or damage to any property, (e) any negligent or willful acts or omissions by the OWNER or OWNER'S agents or invitees, resulting in damage to the failure by the OWNER to perform or comply with any of the terms or conditions to be manage the property after BROKER places a tenant on the

property. In the event BROKER is required to defend any action brought by others or by OWNER as a result of BROKER'S duties as set forth herein, BROKER shall be reimbursed his/her attorney's fees and court costs, including appeals, by OWNER.

5. COMMISSION: Broker shall be entitled to professional service fee in the sum of 1 month if annual rental or 10% if Monthly rental or less for placing a tenant in said property. All sums due Broker hereunder may be deducted from funds held by Broker and due to OWNER. In the event the property is sold or exchanged to the Tenant during the term of the Lease or (6) six months thereafter, the Broker shall be entitled to a sales commission in the sum of 3% (three percent) of the gross sales price.

6. AGENCY DISCLOSURE: Vangie Berry Signature Realty is by this document giving notice to the Landlord/Property Owner that he/she/it is the agent and representative of the Landlord/Owner.

7. STATEMENT: Broker will render OWNER disbursement, a statement of the account; Tenants contact information, and copy of the Lease agreement.

8. FAIR HOUSING ACT: Florida Fair Housing Act and the federal Fair Housing Act, prohibits discrimination based on race, color, religion, sex, national origin, handicap or familial status (presence of children or pregnant women).

Owner: \_\_\_\_\_

Mailing address \_\_\_\_\_

Home Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ SS#: \_\_\_\_\_  
(Required for end of the year 1099)

\_\_\_\_\_  
(Owner 1)

\_\_\_\_\_  
(Owner 2)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Licensee / Broker/Agent: Karen M Riscinto \_\_\_\_\_

Office Address: 108 E. 3<sup>rd</sup> Ave, Mount Dora, FL 32757

Office Tel: 352-735-8771

Fax: 352-602-7534

Copy given to OWNER on the \_\_\_\_\_ of \_\_\_\_\_,  
by: ( ) Personal Delivery ( ) Mail ( ) Facsimile ( ) E-mail