

# CONTRACT TO ENTER INTO A LEASE OF REAL PROPERTY

(THIS IS NOT A LEASE. A LEASE SHOULD BE SIGNED PRIOR TO OCCUPANCY)

Date of last execution by  
Landlord or Tenant

EFFECTIVE DATE

To be filled in by Leasing Broker(s)

Landlord: \_\_\_\_\_

of \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_

Tenant: \_\_\_\_\_

of \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_

hereby agree to execute a **SEPARATE WRITTEN LEASE** for the following property together with existing improvements thereon and personal property contained therein, UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH.

PROPERTY ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

1. **DEPOSIT RECEIPT:** \_\_\_\_\_, a **Real**

**Estate Brokerage**, acknowledges receipt of a deposit in the amount of \$\_\_\_\_\_.

2. Property to be used for \_\_\_\_\_ and no other purposes and to be occupied by no more than \_\_\_\_adults \_\_\_\_children \_\_\_\_ pets

3. Property is

A.  Unfurnished, except for \_\_\_\_\_

B.  Furnished  Inventory Attached  Subject to Inventory To Be Attached

4. Term Commences: \_\_\_\_\_ 20\_\_\_\_ and ends \_\_\_\_\_ 20\_\_\_\_

5. **Payment:**  **Seasonal**  **Annual**

\$\_\_\_\_\_ x \_\_\_\_\_ = \$\_\_\_\_\_

monthly rent no. of months total rent

Payable monthly, beginning on the \_\_\_\_\_ day of the second month and every month thereafter until paid in full

Payable in advance in full.

## Advance Payments

First Month's Rent ..... \$ \_\_\_\_\_

Additional Months  Last Month's Rent ..... \$ \_\_\_\_\_

Security Deposit\* (see below) ..... \$ \_\_\_\_\_

Application Fee for Tenant(s) approval and/or cost for credit check ..... \$ \_\_\_\_\_

Association common area security deposit ..... \$ \_\_\_\_\_

Deposit for keys, gate or garage door opener ..... \$ \_\_\_\_\_

Pet Security Deposit:  Refundable or  Non-Refundable ..... \$ \_\_\_\_\_

Sales & Tourist Tax for terms of 6 months or less ..... \$ \_\_\_\_\_

Other ..... \$ \_\_\_\_\_

Subtotal of advance monies due ..... \$ \_\_\_\_\_

Less: Deposit Received to date: ..... \$ \_\_\_\_\_

BALANCE DUE IN CLEARED FUNDS ..... \$ \_\_\_\_\_

**Cleared funds are required prior to occupancy and consist of U.S. currency, money order, cashier's check or wired funds.**

\* Security deposit \$\_\_\_\_\_ will be held by \_\_\_\_\_  
in a FLORIDA FINANCIAL INSTITUTION. The security deposit is not considered prepaid rent and cannot be used as rent.

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**6. THE FOLLOWING EXPENSES ARE TO BE PAID BY THE PARTIES AS INDICATED:**

	LANDLORD	TENANT	NOT APPLICABLE		LANDLORD	TENANT	NOT APPLICABLE
<u>TAXES:</u>				<u>MAINTENANCE:</u>			
Real Estate	[ ]	[ ]	[ ]	A/C & Heat Equipment	[ ]	[ ]	[ ]
Personal Property	[ ]	[ ]	[ ]	Building Exterior	[ ]	[ ]	[ ]
Sales/Tourist	[ ]	[ ]	[ ]	Building Interior	[ ]	[ ]	[ ]
<u>UTILITIES:</u>				Grounds & Planting	[ ]	[ ]	[ ]
Telephone	[ ]	[ ]	[ ]	Pool & Equipment	[ ]	[ ]	[ ]
Electric	[ ]	[ ]	[ ]	<u>INSURANCE:</u>			
Gas/Fuel	[ ]	[ ]	[ ]	Personal Property	[ ]	[ ]	[ ]
Cable TV	[ ]	[ ]	[ ]	Public Liability	[ ]	[ ]	[ ]
Sewer/Water	[ ]	[ ]	[ ]	Fire & Ext. Cov.	[ ]	[ ]	[ ]
Refuse Collection	[ ]	[ ]	[ ]	Flood	[ ]	[ ]	[ ]
Pest Control	[ ]	[ ]	[ ]	Furnishings	[ ]	[ ]	[ ]
Pets Allowed	yes [ ] type: _____		no [ ]	Association Fees	[ ]	[ ]	[ ]

7. **FIRE SPRINKLERS:** In compliance with section 718.112, Florida Statutes, if the unit owners voted to forego retrofitting each unit with a fire sprinkler or other engineered life safety system, seller shall provide the buyer, before closing, a copy of the condominium association's notice of the vote to forego retrofitting.
8. **ASSOCIATION APPROVAL:** If applicable, this Contract is contingent upon condo, co-op, or homeowner's association approval. Tenant agrees to make application for approval and to pay non-refundable application fee and common area fee to association. **NO OCCUPANCY WILL BE PERMITTED WITHOUT APPROVAL.** If Tenant does not fulfill the obligation to appear or answer to the association board and/or complete all documents required for approval, any and all deposits made or agreed to be made will be forfeited.
9. Tenant and Landlord understand that Broker(s) is not responsible for collecting rents, checking Tenant's character, and/or banking references, or seeing that repairs are done to the above described property by reason of this Contract.
10. **PRE-OCCUPANCY INSPECTION:** Landlord and/or Broker(s) shall allow and accompany the Tenant on a walk-through inspection of property prior to occupancy. A list of all defects of property, in writing, shall be provided to all parties and Tenant shall not be responsible for these defects during or at the end of the lease period. Landlord is to comply with all county ordinances.
11. **SIGHT UNSEEN:** When a Tenant waives the right to preview rental property, said Tenant accepts such property as described and holds the Broker(s) harmless for any deficiencies upon taking occupancy. The acceptance of an inventory by the Tenant releases the Broker(s) of responsibility.  
Check one: [ ] Tenant waives preview [ ] Tenant has previewed
12. **PERSONS BOUND:** This contract is binding upon and inures to the benefit of both Parties and their respective heirs, personal representatives, and successors. Tenant may not assign the Contract without the prior written consent of Landlord.
13. **THIRD PARTY BENEFICIARIES:** The Tenant and Landlord each acknowledge that the Listing Broker and the Cooperating Broker are Third Party Beneficiaries of this Contract. Notwithstanding privity or the absence of same, said Brokers have an interest in the performance of this Contract. Accordingly, the parties agree that this Contract shall not be changed or modified in any way which would affect the Brokers rights without the consent of said Brokers. Further, in the event of breach by either Tenant or Landlord, then the Cooperating Broker, Listing Broker, or both may bring an action against the breaching party for the amount of the professional service fee said Broker or Brokers would have received had the breaching party not breached. In the event of any such litigation, this Contract and the Listing Agreement, if any, shall control. In the event of conflict, this Contract shall prevail over the Listing Agreement. The prevailing party in any such action shall be entitled to attorneys fees and costs.
14. **DEFAULT:** If Tenant fails to perform any of the promises of this Contract, the deposit(s) paid or agreed to be paid by Tenant may be retained by or for the account of Landlord as agreed upon as liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, and Tenant shall be relieved of all obligations under this Contract.  
If Landlord fails to perform any of the terms of this Contract, the deposit(s) shall be returned to Tenant without waiving any action for damages resulting from Landlord's breach. **Landlord hereby authorizes the real estate broker to file a Claim of Lien in the public records for breach of this Contract pursuant to Chapter 475.42(j) of the Florida Statutes.**
15. **TIME FOR ACCEPTANCE:** This contract shall become effective when signed by Landlord and Tenant. If not executed by the parties on or before \_\_\_\_\_, 20 \_\_\_\_, any money deposited shall be refunded and the proposed transaction shall terminate.  
The Tenant and/or Landlord shall have prepared at own expense a Lease Agreement in general standard form incorporating the provisions of this Contract and the same shall be executed by the parties hereto on or before \_\_\_\_\_, 20 \_\_\_\_.
16. Foreign corporations and individuals are also subject to U.S. Income Tax and must sign a form 4224 and provide their tax identification number every year. If this information is not provided, then, Landlord understands that the Broker(s) must withhold 30% of the gross rent and remit same to the Internal Revenue Service.

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- A. Landlord shall contact their tax attorney or their accountant for any further clarification.
  - B. All parties to this Contract should seek legal counsel before signing this or any related document should any question exist.
  - C. All representations should be in writing. Do not rely on oral representations.
  - D. A facsimile copy of this Contract To Enter Into A Lease Of Real Property and any signatures thereon shall be considered for all purposes as originals.
  - E. This Contract may be executed in counterparts.
16. **TIME IS OF THE ESSENCE FOR THIS CONTRACT** only with reference to the payment(s) of all escrow deposits.
17. **OTHER AGREEMENTS:** The parties agree that the Property is being rented subject to zoning ordinances, restrictions, limitations, easements, and public utilities of record; however, this Contract is contingent upon the intended use stated in Line 2 being permissible.
18. **SPECIAL CLAUSES:**

19. **PROFESSIONAL FEE:** Landlord agrees to pay Broker(s) in this transaction a fee of \_\_\_\_\_% of the total rent or \$\_\_\_\_\_ for the initial term of the Lease and the same fee for any renewal term to the same Tenant, Tenant's Relatives, and/or company. Said fee is payable upon the execution of a Lease, occupancy by Tenant, or upon initial payment of rent, whichever comes first. If Tenant continues occupancy without renewing for a definite term, Landlord shall pay Broker fee of \_\_\_\_\_% of each rent payment upon receipt by Landlord. No part of said fee is refundable should Tenant default or Landlord release Tenant. The earnest money deposit first shall be applied as the first month's rent and, if applicable, succeeding months rent, upon the signing of the Lease and the fee due brokers shall be deducted from it. If the first month's rent and succeeding month's rent, if applicable, is less than the fee, or if the last months rent is collected, Landlord shall immediately pay Broker(s) the balance of said fee. If Tenant's default results in Landlord retaining the earnest money deposit pursuant to paragraph 12 above, Landlord shall pay to brokers one-half of said deposit, not to exceed the amount of the agreed fee. If during Tenant's occupancy, and for \_\_\_\_\_ days thereafter, Tenant, Tenant's relatives, and/or company purchases the property, Landlord, upon the closing of said sale, will pay Broker(s) an additional fee of \_\_\_\_\_% of the sales price or \$\_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ By initialing here, I (We) hereby authorized owner and/or Broker/Agent to obtain credit and tenant reports as required. Our social security numbers are shown below.

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
LANDLORD DATE

\_\_\_\_\_  
TENANT DATE

\_\_\_\_\_  
LANDLORD DATE

\_\_\_\_\_  
Firm Name And Telephone Number Of Cooperating Broker

\_\_\_\_\_  
Firm Name And Telephone Number Of Listing Broker

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