



TENANT PLACEMENT AGREEMENT PACKAGE

We look forward to serving you and assisting you with your investment property. Please carefully review and complete all the attached documents and return to our office. Do not hesitate to contact us with any questions you may have.

1. TENANT PLACEMENT AGREEMENT

- Please carefully read and complete the entire agreement and the owner disclosure document
 - Date and sign agreement (all legal owners)
 - Sign the Specific Power of Attorney (all legal owners) – we encourage you to allow International Golf Realty to sign the lease documents on your behalf. Without that portion signed the lease will not be completed until owner's signature is obtained
 - In order to do a thorough, complete job for you, we will need all owner and property information
2. Additional items needed along with the above completed and signed documents:
- check for \$400 per the agreement
 - three (3) sets of keys per agreement, mail box keys included
 - any gate or garage remotes
 - any recreational passes
 - HOA or condo rules and regulations (if applicable)

PREPARING YOUR PROPERTY FOR THE RENTAL MARKET

After the purchase of your investment property, there are some steps you can take to prepare the property for today's rental market. Through our experience in dealing with potential tenants these suggestions are considered "deal breakers" for almost all listings. These initial costs will ensure that you have an advantage over the competition in securing renters for your property, and in the future help with faster rental turnover and add value to your property at resale. We can recommend local companies that can assist you with any of these items.

- Re-keying of doors: if you had a previous tenant, this is an important task for liability/tenant safety reasons
- Refrigerator – we suggest buying a fridge that matches the size of your home and one that matches the other kitchen appliances (white, black, stainless steel). Placing a small fridge in a large home will put off possible renters.
- Window Treatments – we suggest 2" faux wood blinds in white or off white
- Garage door opener/remote (if applicable) – not only is this a nice feature for the tenant but it helps lessen the liability of the owner
- washer/dryer – optional for houses, but essential for condos
- Yard/Lawn Maintenance – we strongly urge you to consider a automatically controlled irrigation system for lawn and flower beds. In addition a service company that provides lawn fertilization and weed and insect control for your lawn. You can expect a tenant to be responsible for the mowing, trimming and weeding of flower beds. This is not Mandatory on your part, but our experience tells us that this can be very costly to the owner, if ignored or left to the tenant.
- Utilities – make sure power and water are turned on. Its difficult to show a home without any electricity and you don't want to leave your yard unwatered. This will also enable us to get the home cleaned before a tenant moves in.
- Touch up paint – our lease require our tenants to touch up paint any marks, holes, etc. We recommend you make this easy on your tenant and provide the RIGHT color of paint. Most tenants like to touch up even while they live in the house.
- Extra Filters – your air conditioning/heating system is a very expensive piece of equipment and changing the filter on a regular basis can prolong its life. By providing filters, once again you are making it easy for a tenant to keep your house in great shape!



RIGHT TO LEASE AGREEMENT FINDERS FEE ONLY NON-MANAGEMENT AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 200__, between International Golf Realty Inc ("Broker") and _____ ("Owner") who agree as follows:

1. Broker shall have the RIGHT TO LEASE the real property described below, including any personal property left on site ("collectively, "Property") located at: _____

City: _____ County: _____ State: _____ 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 unit and rental of same will not violate any laws, ordinances or rules. Proof of Ownership attached: (i.e. Deed, Copy of public records or HUD or closing statement and Lead base paint disclosure (if built prior to 1978).

Property is Listed for Sale: Yes _____ No _____

Name of listing Broker _____

2. **LEASE TERMS:** Owner authorizes and agrees that Broker may offer the Property for lease at the following rates and terms:

Owner accepts a maximum lease term of _____ months and a minimum term of _____ months at a rent range of \$ _____ to \$ _____ per month. Except as otherwise provided in any lease, Owner requires and agrees to accept last months rent and a security deposit in the amount of \$ _____ (one month's rent if left blank) prior to tenant's occupancy.

Owner acknowledges and agrees that Broker, as escrow agent, may temporarily deposit the escrow funds in a non-interest bearing account with a financial institution chosen by Broker and that OWNER will provide a Florida bank account where the funds will be transferred

3. **LEASE COMPENSATION:**

- One month of rent
- 5% of gross rents on any renewals and extensions thereof. Broker shall earn the fee stated herein upon procuring a ready, willing, and able tenant and 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. Owner shall pay Broker a non-refundable marketing set-up fee of \$75.00 at time of this agreement

4. **LOCK BOX Authorization:** Owner approves the use of a lock box system to show and access the Property. Yes _____

ADDITIONAL TERMS:

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

B. **TERM OF AGREEMENT:** Owner hereby grants to Broker the Exclusive Right to Lease the Property for a term of _____ months from the Effective Date of the Agreement not to exceed 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.

C. **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.

Required Addenda: (a) Proof of Ownership (i.e., Deed, copy of public records or HUD statement) and (b) Lead paint disclosure (if built prior to 1978).

D. **BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to lease the Property. Owner authorizes Broker 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 all 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. The Agent is responsible for the execution of the lease, collecting security deposit, first month's rent as well as performing a move in inspection prior to the tenant taking occupancy. Agent will provide a copy of the move in inspection to the Owner and Tenant.

E. **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 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 Brokers over a dispute concerning Owner's disposition of the security deposit or advance rent. The security deposit collected from the Tenant shall be made payable to and turned over to the Owner, thereby, releasing the Agent from all liability for the return of security deposit upon termination of the lease. Owner agrees that all responsibility of the Agent shall end with the execution of the lease the owner hereby indemnifies and holds harmless the Agent from any claims or costs incurred by the Agent in defending against any claims arising from the security deposit. The suggest amount of security deposit will be 120% of one months rent. If the Owner resides out of the State, security deposit will be transferred to Owner's representative within the State of Florida.

* Owner acknowledges that Agent is not a property manager for the premises described herein, and Agent's sole responsibility is to secure a tenant acceptable to the Owner. Upon acceptance and execution of lease agreement, Agent shall be relieved of all further responsibilities and obligations, except to remit to Owner the sums specified. Owner agrees that if Agent is requested by Owner to coordinate maintenance or repairs on the property, that Owner will pay Agent a minimum fee of \$75.00 or 15% of the repair cost, whichever is greater.

F. TENANT HISTORY: Agent will select renters using its professional judgment. Applicants will complete a rental application that allows Agent to run credit and criminal checks, verify income and rental history. Agent will allow up to two persons per bedroom in accordance with current fair housing guidelines (to avoid a discrimination lawsuit). Owner will be informed as soon after a deposit is collected. 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 or 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 understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. Owner agrees that Owner shall not be provided with the Tenant Report unless authorized by the Tenant, the report provider and law. If the applicant fails to meet the Broker's criteria for rental, Owner can override this by signing an Owner Authorization to Rent Form.

G. KEYS AND LOCK BOX: Upon execution of this Agreement, Owner will provide a minimum of 3 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 Broker to deliver the key to the Property to any cooperating real estate broker or salesperson 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 for the Owner's benefit and hereby releases Broker and persons working through Broker from all liability and responsibility in connection with 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. If Property is tenant occupied, Tenant must also give written approval before a lock box is used.

H. MARKETING: The Owner authorizes the Agent to market Owner's vacancy in one or more publications, internet websites, promotional faxes, "For Rent" signs, 2 Multiple Listing Services. Agent is authorized to advertise the property at the listed price and owner understands that it is their responsibility to pay for advertising of the property. A one time fee of \$100.00 for advertising will be collected at the time the Tenant Placement Agreement is executed. The cost of additional advertising is an Owner's expense and will be billed through Owner's account with Agent. The Agent will obtain Owner's written authorization prior to any advertising expenditures. The Agent is authorized to place a "For Rent" sign on the property. The property will be available to the Agent for showing at all reasonable hours and if vacant, a lockbox maybe installed. When re-list at the end of lease term, \$25.00 per month while vacant.

I. 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.

J. 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 for 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, 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. Owner agrees to maintaining lawn, pool and utility services while the property is vacant. If the Owner wants the Broker to take care of any cleaning or repairs;

The Owner agrees to provide the agent a check for \$300 along with this signed Agreement. The funds to be placed in Owner's escrow account. The funds can only be used for the following purposes:

- payment of any repairs, cleaning or other expenses that Owner authorizes during the term of this Agreement
- Payment of the above mentioned marketing fee or any additional ads Owner authorizes
- Upon securing a Tenant, the \$300 or any balance remaining in escrow account will be reimbursed to Owner

K. 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 a copy of the Rules and Regulations at time of this agreement.

L. 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 other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property or (vi) 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. The Agent is not responsible for vandalism theft or damage of any nature to the property, management, maintenance or repairs to the property nor shall the agent be obligated for utility service or lawn care.

M. 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.

N. 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 consents to personal jurisdiction in the State of Florida and in such county. This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

O. 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 unlawful to refuse to rent after making a bona fide offer, or refuse to negotiate for the rental 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.

P. 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 signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner which are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

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

R. 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 as Broker may designate. Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail, fax, or by e-mail at the permanent address given on Property Worksheet.

S. TAX IDENTIFICATION: US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 31% IRS withholding tax. Non US citizens must provide a signed form W-8ECI with their 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.

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.) 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 or Broker's agent this agreement becomes binding on all parties.

Owner's Signature

Date: _____

Owner's Signature

Date: _____

Broker or person authorized to sign for Broker

Date: _____

*****PLEASE NOTE: FLORIDA STATE 83.49 REQUIRES THE OWNER/LANDLORD TO HOLD THE SECURITY DEPOSIT IN A FLORIDA BANKING INSTITUTION. IT IS RECOMMENDED THAT AS A OWNER/LANDLORD THAT YOU SHOULD PROCURE AND PERUSE A COMPLETE COPY OF THE FLORIDA LANDLORD AND TENANT ACT (FLORIDA STATUTE 83, PART 11) WHICH HAS TO DO WITH FLORIDA LAW AS IT PERTAINS TO RESIDENTIAL TENANCIES.**

VIDEO DOCUMENTATION

International Golf Realty, Inc. will now be conducting video tours of all properties prior to move in and exit of the property.

This will give owners CD's of video documentation of property condition. The first video will be taken prior to move in; the second video will be taken upon the tenant's exit of the property. This will provide evidence of the property condition.

This great service for owners will help to protect your investment. The charge for this service will be \$125.00 per lease.

If you do not wish to participate in this service International Golf Realty, Inc. will not be held responsible for any undocumented damages to the property.

We ask that you sign this form below and return it with your management agreement.

_____ The undersigned Owner(s) Agree to Video Document the above mentioned Property

_____ The undersigned Owner(s) Do Not agree to Video Document the above Mentioned property

Owner

Owner

PROPERTY INFO:

Year built _____ Square footage of house _____ bedrooms:_____ baths _____

Pets OK: yes/ no / maybe – SMOKING IS PROHIBITED IN ALL OUR RENTAL PROPERTIES

OWNER INFO:

Cell (Owner #1) _____ Cell (owner #2) _____

Work phone _____ work phone _____

Name & Social security number (for 1099- need one owner) _____

Owner Address _____

City _____ State _____ Zip _____

Email: _____

Owner #1 print & signature

Owner #2 print & signature

International Golf Realty Property Manager

Date

Specific Power of Attorney

Owner hereby specifically grants Agent or Agent's agent the authority to sign leases on behalf of Owner thus fully binding the Owner to the lease

Owner #1 signature

Owner #2 signature

**INTERNATIONAL GOLF REALTY
335 South Legacy Trail
Suite B-118
St Augustine FL 32092
904-940-9990, FAX 904-940-9989**



TPO Menu of Services

Exit move-out walk through	\$250.00
Inspection	\$150.00
3 Day Notice of Non-payment of rent	\$100.00
Security Deposit Claim form	\$100.00
To e-mail	\$ 10.00
Getting property ready to rent	\$150.00
Maintenance service (per call)	\$ 50.00
Check irrigation	\$ 35.00 (per hour, plus material)
Smoke Detectors	\$ 35.00 (per hour, plus material)
AC Filters materials	\$ 35.00 (per hour, plus material)
Cleaning	\$ 150 – 350.00
Blinds & window treatments	\$ 100.00



International Golf Realty Yard Program

The key to a successful property management program is ensuring that your investment is well taken care of and kept in excellent condition. To do this, we have put together a yard program for our owners.

We have two great full management vendors who have given us very competitive prices and with great service.

Waddell Property Maintenance Inc

\$85 per month (one year contract) for mowing, edging, trimming, blowing, weeding and checking irrigation system on regular basis. Power washing rates also, available.

Ace Termite & Pest Systems

\$56.00 every other month for compete lawn treatment. Insects, fertilization, etc

Please see contracts for more details and descriptions.