

Secure Investments Realty & Management Corp.

TENANT PLACEMENT AGREEMENT

1. **PARTIES:** This agreement between _____, the fee simple owner or legally appointed representative of the subject property, hereafter called LANDLORD and SECURE INVESTMENTS REALTY & MANAGEMENT CORP. REALTORS a Florida corporation, hereafter called the BROKER, whereby the LANDLORD appoints the BROKER, its licensees, successors, and assigns EXCLUSIVE AGENT to secure a willing able and qualified tenant for the subject property. This agreement will automatically terminate upon official disposition of funds and legal documents to the LANDLORD from BROKER. This agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue in **Alachua** County and the policies of Secure Investments Realty & Management Corp.. The parties hereto recognize they are bound by the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1968 and The United States Constitution and that the subject property will be offered to prospective Lessees without regard to race, color religion, sex, national origin, age, familial status, or handicapped persons.

2. **PROPERTY:**

Address: _____, City: _____, FL., Zip: _____.

Proposed Rent Amount \$ _____ Proposed Sec. Dep. Amount: \$ _____

3. **ACCEPTANCE** For finding a willing, able and qualified Tenant, LANDLORD agrees to pay BROKER a leasing fee as defined below whether the Tenant be secured by BROKER, or by LANDLORD, or by any other person, or, if the afterwards rented within two (2) months from the termination of this Agreement to any person to the said property has been shown by the Broker. All monies expended by BROKER shall be paid to BROKER prior to this cancellation and BROKER is authorized to withhold any sums owed to BROKER from monies held prior to final disbursement to LANDLORD. A cancellation fee of \$300.00 will be charged to LANDLORD should LANDLORD terminate this agreement prior to BROKER securing a tenant for the property. BROKER reserves the right to terminate this agreement with ten (10) days written notice to LANDLORD at any time or, immediately with written or verbal notice if in the opinion of BROKER'S legal counsel, LANDLORD'S actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. LANDLORD may terminate this agreement upon serving written notice prior to BROKER securing a tenant for the property and upon receipt of termination fee.

4. **MANAGEMENT AUTHORITY:** The LANDLORD expressly grants to the BROKER herein the following authority:

A. Control and Management of said property during listing vacancy period, except authority and responsibilities expressly retained in written form by LANDLORD, with authority to collect rents and other monies and securities from tenants and issue receipt thereof. Management and control terminate when Broker meets the terms of the listing agreement, or the termination of listing agreement by the parties.

B. To prepare, negotiate and execute new leases.

C. To advertise vacant premises.

D. To deposit all receipts collected for LANDLORD (less any sums properly deducted or provided for) in a Trust Account separate from BROKER'S corporate account. It is understood that any and all interest monies obtainable from the maintenance of said Trust and/or Escrow Accounts shall accrue to the benefit of BROKER. BROKER shall not be liable for insufficient legal tender Security deposits will be held in a non-interest bearing account at

(BANK): Community Trust Of Florida, Gainesville Florida, until disbursed to owner with notice funds must be kept in a Florida Banking Institution according to Florida Statutes.

E. BROKER is clothed with such other general authority and power as may be necessary or expedient to carry out the spirit and intent of this Agreement with respect to leasing, of the property herein before described, except authority and responsibility expressly retained in writing by the LANDLORD.

5. MANAGEMENT RESPONSIBILITIES: The BROKER agrees to accept the following responsibilities:

A. To use due diligence in the Leasing of the premises for the period and upon the terms herein provided, and agrees to furnish the services of SECURE INVESTMENTS REALTY & MANAGEMENT CORP. for the leasing, of the subject premises. Broker assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due LANDLORD or in the performance of any obligations owed by a tenant to LANDLORD pursuant to any lease or otherwise.

B. To approve new tenants based on written criteria in Secure Investments Realty & Management Corp. Application for lease, and recommendation of Third Party Screening Company contracted by Secure Investments Realty & Management Corp. for that express purpose.

C. To render statement of income, expenses and charges and to remit funds to LANDLORD less disbursements and reserve amount

D. BROKER reserves thirty (30) days after the receipt of funds for disbursement of funds.

E. BROKER assumes no liability whatsoever for damage to property resulting from vandalism, natural disaster and/or acts of God, whether vacant or tenant occupied.

F. BROKER assumes no liability whatsoever for any acts or omissions of LANDLORD, or any previous management or other agents of either. Nor does BROKER assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by BROKER shall be brought to the attention of LANDLORD in writing, and LANDLORD shall promptly cure them.

G. BROKER assumes no responsibility for services other than agreed to unless specified in the terms of this Agreement or in writing at a later date.

6. OWNER'S AUTHORITY AND RESPONSIBILITIES: The LANDLORD expressly retains the following authority and responsibilities:

A. To decide jointly with BROKER on a rent schedule for prospective and/or New tenants based on BROKERS knowledge of the rental market, and knowledge of the required upkeep and routine maintenance on the property, or as communicated to LANDLORD by BROKER.

B. To delegate the responsibility of executing all leases to the BROKER.

C. BROKER will advertise the premises on BROKERS web site, Weekly Rental Bulletin, Gainesville Alachua County Association of Realtors MLS, and The Gainesville Sun Web site, at BROKERS expense. Landlord will receive the benefit of the Brokers Institutional advertisement of services and available rentals, in various trade publications at no additional expense.

D. LANDLORD shall provide BROKER with two (2) sets of keys to the premises or bear the expenses of having the required number of keys made.

E. If pets have been kept on the property prior to the initial lease LANDLORD will bear the cost of having the property sprayed for fleas.

F. To permit BROKER to use "Key Check Out" system for showing vacant properties. Any occupied property is to be shown by appointment only.

7. COMPENSATION: LANDLORD shall pay BROKER the following fees which fees shall become due and payable to BROKER upon the execution of leases as herein provided:

A. A tenant procurement fee of one full month rent shall be charged on the acquisition of new tenant.

It is understood by the parties hereto that this Agreement constitutes an exclusive authorization to lease the subject property.

8. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by LANDLORD to BROKER, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.
Mailing address: **BROKER: 3601 SW 2nd Avenue Gainesville, FL 32607**

9. SAVE HARMLESS: The LANDLORD further agrees to save BROKER harmless and indemnify BROKER from any and all costs and expenses incurred by BROKER, including attorney's fees and costs at the trial and appellate levels, from any and all proceedings, suits or other claims in connection with the leasing of said property, except in the case of proven gross negligence or illegal acts by BROKER, and from all liability for injuries to persons or property suffered or sustained by any persons whomsoever. The following information is provided for the subject

property:

10. FACSIMILE SIGNATURES: The parties agree that this Agreement may be executed by facsimile and such facsimiles shall be binding as if originals.

LANDLORD hereby acknowledges that he/she has read and approves the use of BROKER'S residential lease and all addendums.

LANDLORD ADDRESS (STREET, CITY, STATE, ZIP)

(____)_____
LANDLORD HOME PHONE

(____)_____
WORK PHONE (S)

(____)_____
LANDLORD CELL PHONE(S)

LANDLORD E-MAIL ADDRESS(ES)

Emergency Contact: _____ Phone: _____ Relationship _____

Referred by: _____

EXECUTED this _____ day of _____, 200 ____.

(All Owners Must Sign)

OWNER: _____ **SSN#:** _____
Signature Date

OWNER: _____ **SSN#:** _____
Signature Date

BROKER: _____
Signature Date

Interior Information Continued			
Equipment/Appliances		Heating/Fuel	Miscellaneous
Burglar Alarm – Code_____	Oven/Range	Bottled Gas	Auto Garage Door Opener
Central Vacuum System	Ceramic Gas	Central Electric	Fireplace
Compactor	Refrigerator	Fireplace Gas	Handicap Modifications
Dishwasher	Sauna	Wood Burning	Insulated Windows
Disposal	Separate Freezer	Heat Pump	Laundry
Dryer	Solar Hot Water	Heat Recovery Unit	Paddle Fan
Gas appliances	Sprinkler System	Natural Gas	Sauna/Hot Tub
High Speed Internet	TV Antenna	Oil	Storage Area
Home Stereo System	TV Cable	Radiant	Vaulted Ceiling
Hot tub	Washer	Baseboard	Wet Bar
Microwave	Washer/Dryer	Ceiling	Window Coverings
Portable	Connections	Solar	Workshop
Built-in	Water Softener	Space heater	
	Whole House Fan	Wall Furnace	
		Wall/Window Units	
		Wood Burning Stove	
Cooling		Hot Water	
Central Unit		Electric	
Wall/Window Unit		Solar	
None		Gas	
Other		Other	

Land Information		
Lot Size (acres):		
Community Amenities	Property Location	Services Included in Rent
Community Pool	Beach Area	Alarm Monitoring
Dock/Boat Slip	Close to Bus Line	Cable TV
Elevators	Conservation Area	Community Rec Center
Fitness Center	Corner Lot/Unit	Electric
Gated Community	Cul-de-sac	Garbage
Golf Course Community	Downtown business district	Internet
Horse Stables	Golf Course Frontage	Lawn
Laundry Facility on Premises	Highway Frontage	Other
Lawn Service Included	Historic District	Phone
Pest Control Included	In City Limits	Pool
Playground	In County	Water Sewer
Raquetball	Near Airport	
Recreation Building	Pool View	
Security	Private Deck	
Shopping Center	Sidewalks	
Shuffleboard	Waterfront	
Storage	Zoning Permits Horses	
Tennis Courts		
Wheelchair accessible		

Additional Information about the property

Additional Property left for tenant use

If items left on property, please list them below or attach an inventory list.

Special Lease Terms

Home Service Providers

Electric: _____

Water: _____

Garbage: _____

Well/Septic: _____

Water Softener: _____

Telephone: _____

Cable: _____

Internet: _____

Pest Control: _____

Mailbox on Property: Y N

Central Mail box: # _____

Association Information

HOA Name: _____ Address: _____

Phone: _____ Email: _____

HOA Docs provided yes no

HOA Tenant Approval Required? yes no Fee \$ _____

Community Amenities included in rent: _____

Keys Provided

We need 2 sets of keys and two garage remotes (if applicable) turned in with Full Service contract:

Keys provided:

Front door: _____ Gate Keys: _____ Security Gate: _____

Mail Box: _____ Garage Remotes: _____ Misc.: _____

Please make the needed keys or provide funds: (Keys run about \$1.50 plus tax)

Landlord Permit

If your property is within the Gainesville City limits and is a single family home or planned unit development, you will need to apply for an Owner permit and pay the permit fee of \$185.75. Submit the application directly to the City of Gainesville Codes Enforcement Department (352-334-5030): <http://www.cityofgainesville.org/GOVERNMENT/CityDepartmentsAM/CodeEnforcement/OwnerPermitsFees/tabid/232/Default.aspx>

Attorney Prepared Lease Program (Full Service Only)

We highly recommend taking advantage of our Attorney prepared lease program that provides reduced-cost legal services for eviction due to non-payment of rent. The cost is \$100 and will provide that a Secure Investments Realty & Management Corp. approved and trusted Attorney will handle evictions. The current cost for evictions runs between \$870 to \$1200 uncontested.

Yes, I would like Attorney prepare the lease. Check enclosed \$ _____

No, I do not want attorney prepared leases.

Please include the following items when returning the management contract:

Reserve for property \$300.00

Attorney Prepared Lease \$100.00

2 complete sets of Keys or check enclosed \$ _____

Total Amount of enclosed \$ _____ (Only one check needed)

How did you hear about our Company: _____

(Owner Signature) _____

(Date) _____

(Owner Signature) _____

(Date) _____

(Broker Signature) _____

(Date) _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)				
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>	Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)				
<table style="width: 100%; text-align: center;"> <tr> <td style="border: 1px solid black; padding: 2px;">Social security number</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> </td> </tr> <tr> <td style="padding: 2px;">or</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"> </td> </tr> </table>		Social security number		or	Employer identification number
Social security number					
or					
Employer identification number					

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.