

# LANDEX REALTY, INC.

1100 HOMESTEAD RD. N.  
LEHIGH ACRES, FL 33936

PH: (239)-369-5848 FAX: (239)369-7852  
INFO@LANDEXREALTY.COM

## EXCLUSIVE RIGHT TO LEASE AGREEMENT

### OWNER:

NAME: \_\_\_\_\_ SS# \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ OTHER PHONE: \_\_\_\_\_  
E-MAIL ADDRESS REQUIRED: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

### BROKER:

NAME: \_\_\_\_\_

1. **AUTHORITY TO LEASE:** Owner gives Broker EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property described below:

Resort Name: Dover House Condominium, Address: 110 Ocean Blvd. Delray Bch., FL 33483  
Unit Type: One Bedroom / One Bath Week(s): \_\_\_\_\_ Unit(s): \_\_\_\_\_

Owner hereby grants Broker the right to rent the property and period(s) herein described, and understand that this Agreement will remain in effect for 12 months from the date below. *This agreement will automatically renew after that date for consecutive periods of 12 months unless otherwise canceled by either the Owner or Broker with sixty (60) days written notice.*

2. **RENTAL RATES AND TERMS:**

- A. **Rental Period:** Minimum rental period shall be three (3) nights.
- B. **Deposits:** Broker will obtain 100% of total booking fee from Tenant at time of reservation.
- C. **Fees:** Should Tenant use a credit card, the fee charged by the credit card company will be deducted from the gross rent. Owner understands that any additional cleaning cost will also be deducted from the gross rent.
- i. **Taxes and Maintenance Fees:** Under the FL Statutes any Leases involving transient rentals are subject to state and local taxes for tourist development and impact fees, and will be collected at 11% of the net booking fee. If it is determined, at the time rental proceeds are being disbursed, that the Owner owes the Dover House Condominium Association any taxes or Maintenance Fees for any week(s) owned, those amounts will be deducted from the proceeds.
- D. **Cancellation:** Owner and Broker Lease Agreement may be canceled by either party with sixty (60) days written notice, if no Rental reservation has been secured. Tenant shall have thirty (30) days in which to cancel reservation. A 50% refund of the gross booking fee will be returned to Tenant if within 30 days. No refund will be given after 30 days, with Commissions distributed to Owner, Broker, Sub-Agents or Agencies as stated below in section (E).
- E. **Commission Agreement:** Owner agrees to pay Broker 25% of the gross booking fee. In addition to said commission Broker will compensate Sub-Agents or Agencies for transactions that lead to securing a rental.
- F. **Other Terms and Conditions:** Owner shall not assign this Agreement to another party. Any disposition of Owners Unit Week(s) shall require the new owner to execute a new Agreement. Broker only may assign this Agreement without any approval required of Owner. All previous Leasing Agreements executed by the undersigned owner are hereby canceled.
- G. **Broker Obligations:** In consideration of the Owner's acknowledgement to enter into this Agreement Broker agrees to: use diligent efforts to rent the property, execute leases on behalf of Owner, negotiate rental rates and renewals of existing leases in accordance with the terms above, and take reasonable precautions to prevent damage to property.

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BROKER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Please send this original listing to Landex Realty, Inc. at information listed above,  
a copy of the accepted Agreement will be returned to the Owner.  
DOVER HOUSE RESORT (561)-276-0309 110 S. Ocean Blvd. Delray Beach, FL 33483  
INFO@DOVERHOUSERESORT.COM