



**QUEST**  
REAL ESTATE, LLC

Licensed Real Estate Broker ♦ Tenant Placement ♦ Property Management

<b>ADDRESS:</b>
<b>OWNER:</b>
<b>REFERRAL?</b>
<b>RENT AMOUNT:</b>
<b>TERM BEGINS:</b>
<b>SEC. DEPOSIT:</b>
<b>PET DEPOSIT:</b>
<b>PARKING SPACE:</b>
<b>MAILBOX:</b>
<b>TENANT PLACEMENT FEE</b>
<b>TERM ENDS:</b>
<b>PET FEE:</b>
<b>GATE CODE:</b>
<b>POOL CODE:</b>

707 Peninsular Place, #250  
Jacksonville, FL 32204

PHONE (904) 373-9171  
FAX (888) 854-1925

## RESIDENTIAL TENANT PLACEMENT AGREEMENT

**THIS AGREEMENT** made and entered into on \_\_\_\_\_ and between \_\_\_\_\_ with legal authority to execute this Agreement, hereinafter referred to as "OWNER", and ACCENT OF FLORIDA, INC., a Florida Corporation, hereinafter referred to as "AGENT". This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with venue in Duval, St. Johns and Clay counties.

**WITNESSETH:** For and in consideration of the mutual covenants herein, the parties hereto agree as follows:

**1. EXCLUSIVE AGENCY:** OWNER hereby employs AGENT exclusively and solely to rent the property described as:

\_\_\_\_\_

\_\_\_\_\_

Property Address

\_\_\_\_\_

Number of Bedrooms	Number of Bathrooms	Square Footage
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**PROPERTY FEATURES:**

- Pool    Irrigation System    Fenced Back Yard    Security System

**UTILITIES:**

- Sewer    Septic    Gas    Electric

**OWNER-PROVIDED SERVICES:**

- Lawn Care    Pool Maintenance    Interior Pest Control    Exterior Pest Control    Phone    Internet    Cable    Satellite

**COMMUNITY FEATURES:**

- Pool    Tennis Court    Basketball Court    Soccer Field    Clubhouse    Fitness Center    Golf Course    Trails

Upon the terms and conditions hereinafter set forth: The parties do not intend this Agreement to create a partnership or joint venture, but to merely set forth the terms upon which AGENT shall manage the property for and on behalf of the OWNER(S).

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 managed without regard to race, color, creed, religion, sex, national origin, marital status, age, or handicap.

**2. TERM:** The initial term shall be for a period of no less than 30 days, beginning \_\_\_\_\_ and ending upon expiration of a 30 day written notice by either party to terminate this agreement. AGENT reserves the right to terminate this agreement immediately with written or verbal notice if, in the opinion of AGENT'S legal counsel, OWNER'S actions or inactions violate the terms of this management agreement, or are illegal, improper, jeopardize the safety or welfare of any tenants or other persons, interfere with this agreement, a foreclosure action is filed against the OWNER, or OWNER is delinquent in the payment of any taxes, fees, assessments, fines, or any other financial obligations related to the premises and the OWNER.

**3. MONTHLY RENTAL RATE:** Both parties agree that this property is to be rented for a monthly rental rate of \$ \_\_\_\_\_. The security deposit shall be \$ \_\_\_\_\_. Any adjustments to the agreed upon rate or deposit amount will be made in writing and signed by both parties.

**4. PET POLICY:** At OWNER'S discretion, OWNER \_\_\_\_\_ allow \_\_\_\_\_ pet(s) consisting of \_\_\_\_\_. AGENT agrees to charge tenant a one-time, non-refundable pet fee of \$ \_\_\_\_\_ per animal along with a monthly pet rent of in the amount of \$ \_\_\_\_\_ per animal. If charged, the monthly **pet rent** will be considered part of the entire rental amount and will be subject to the 75% of one full month's rent (or \$700, whichever is greater) tenant placement fee as subsequently described. If OWNER agrees to allow pets, AGENT is held harmless from **any** damages or liabilities resulting.

**5. AGENT'S RESPONSIBILITIES:** The OWNER expressly grants to the AGENT herein the following responsibilities:

- a. **RIGHT OF ACCESS:** Owner agrees to give Accent of Florida agents the right of entry to property for prospective tenant showings, only, unless express permission from owner is granted as a special exception.
- b. **TENANT PLACEMENT:** To approve or deny new tenants based on job security, credit worthiness, sufficient or lack of rental history, or adverse background check with respect and full compliance to the terms of the Fair Housing Act and subject to OWNER'S final approval.
- c. **DOCUMENT PREPARATION:** To prepare, negotiate, and execute leases, addendums and other necessary documents required for tenant placement.
- d. **ADVERTISING:** To advertise the availability for rent of the property, utilizing ads on nationally-recognized rental websites, the Multiple Listing Service, [www.AccentFlorida.com](http://www.AccentFlorida.com), printed materials including flyers and to display a "For Rent" sign where permissible with respect to covenants and restrictions.
- e. **KEYS:** OWNER permits AGENT to use a key check out system or secure lock box for showing vacant properties. AGENT is authorized to make arrangements to show occupied units, and OWNER will inform occupants of such agreement. **OWNER agrees to provide AGENT with 2 copies of all entry keys.**

**6. OWNER'S RESPONSIBILITIES:** The OWNER agrees to comply with the following:

INITIALS: \_\_\_\_\_

- a. **MAINTENANCE OF PROPERTY:** Property will be kept in good condition. The grounds will be appropriately maintained and the dwelling shall be clean for showings.
- b. **EXCLUSIVITY:** All signage and advertising other than by AGENT during the term of this agreement is prohibited.
- c. **UTILITIES:** All water, electric and/or gas utilities are to be kept on and available during the term of this agreement. AGENT will make every effort to ensure that utilities are used solely for the purposes of showing the property, but at no time will Accent of Florida, Inc. be responsible for costs associated with utility consumption.

**7. COMPENSATION FOR ACCENT OF FLORIDA, INC.:**

- a. **TENANT PLACEMENT FEE:** Upon successful placement of a tenant, OWNER agrees to pay AGENT a fee in the amount of 75% of one full month's rent or \$700, whichever is greater. This fee encompasses all advertising costs, compensation for AGENT's time for phone calls and showings, open houses and document preparation.
- b. **FEES FROM TENANTS:** OWNER agrees that AGENT may collect and retain the following in full from prospective tenant:

**APPLICATION FEE** of \$40 per adult applicant is assessed for the cost of processing the application packet and running the credit, background, employment and rental history checks.

- c. **MLS LISTINGS AND REFERRALS:** Should a co-operating real estate Agent refer the approved tenant, OWNER agrees to pay a referral fee in the amount of up to 10% of one full month's rent in addition to the tenant placement fee charged by Accent of Florida, Inc.

