

# 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 a 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): Wachovia Bank, 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 three (3) 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: 3520 NW 43<sup>rd</sup> Street Gainesville. FL 32606**

**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:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SSN#:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SSN#:** \_\_\_\_\_

**BROKER:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Secure Investments Realty & Management Corp.  
Property Information Form

Owner: \_\_\_\_\_ Individual  Partnership  Corporation

Property Address: \_\_\_\_\_ Subdivision \_\_\_\_\_ Rent \$ \_\_\_\_\_

Property Type: \_\_\_\_\_ Bedrooms: \_\_\_ Baths: \_\_\_ Sq. Ft. \_\_\_\_\_ Year Built: \_\_\_\_\_

Horses Permitted?:  yes  no Pet Restrictions: \_\_\_\_\_ Pet ok? Yes  no  Pet Fee: \$30 per month per pet

Date Avail: \_\_\_\_\_ Current Occupant /Name: \_\_\_\_\_ phone: \_\_\_\_\_

Elementary: \_\_\_\_\_ Middle: \_\_\_\_\_ High: \_\_\_\_\_

Acceptable Lease term: 6+ mo  12 mo  Currently on Sales Market?  yes  no List Price: \$ \_\_\_\_\_

Firm Name: \_\_\_\_\_ Agent: \_\_\_\_\_

Phone \_\_\_\_\_ Email address \_\_\_\_\_

Please note: Property must be taken off the active sales market once the property is lease until the last three months of the lease.

Floor Covering	A/C & Heat	Appliances and Fixtures	
<input type="checkbox"/> Brick/Stone <input type="checkbox"/> Ceramic Tile <input type="checkbox"/> Marble <input type="checkbox"/> Parquet <input type="checkbox"/> Hardwood <input type="checkbox"/> Laminate <input type="checkbox"/> Quarry Tile <input type="checkbox"/> Slate <input type="checkbox"/> Terrazzo <input type="checkbox"/> Vinyl <input type="checkbox"/> Carpet color	<input type="checkbox"/> Central <input type="checkbox"/> Electric <input type="checkbox"/> Gas Furnace <input type="checkbox"/> Gas/Electric HWH <input type="checkbox"/> Propane <input type="checkbox"/> Oil <input type="checkbox"/> Heat Pump <input type="checkbox"/> Radiant <input type="checkbox"/> Wall unit <input type="checkbox"/> Window <input type="checkbox"/> Solar	<input type="checkbox"/> Refrigerator <input type="checkbox"/> Dishwasher <input type="checkbox"/> Range/Oven Coil <input type="checkbox"/> Ceramic Gas <input type="checkbox"/> <input type="checkbox"/> Grill/Range Combo <input type="checkbox"/> Microwave built in <input type="checkbox"/> Free <input type="checkbox"/> <input type="checkbox"/> Disposal <input type="checkbox"/> Separate Freezer <input type="checkbox"/> Washer <input type="checkbox"/> Dryer <input type="checkbox"/> Connections Only <input type="checkbox"/> Water Softener <input type="checkbox"/> Handicapped Accessible <input type="checkbox"/> Sprinkler system	<input type="checkbox"/> Whole house fan <input type="checkbox"/> Sprinkler system <input type="checkbox"/> Automatic Garage door opener <input type="checkbox"/> Central Vacuum System <input type="checkbox"/> Built in Speaker System <input type="checkbox"/> Satellite dish <input type="checkbox"/> Auto Entrance Gate <input type="checkbox"/> Sauna <input type="checkbox"/> Jacuzzi <input type="checkbox"/> Alarm- Code

Land Information			
Lot Size (acres):	Fencing: wood <input type="checkbox"/> chain <input type="checkbox"/>		
<input type="checkbox"/> Activity Core <input type="checkbox"/> Beach Area <input type="checkbox"/> Cent Business District <input type="checkbox"/> On bus line <input type="checkbox"/> Conservation Area	<input type="checkbox"/> Corner lot/unit <input type="checkbox"/> Cul-de-Sac <input type="checkbox"/> Private Dock <input type="checkbox"/> Golf Course Front <input type="checkbox"/> Highway Frontage <input type="checkbox"/> Shopping Center	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Historic Dist <input type="checkbox"/> In City Limits <input type="checkbox"/> In County <input type="checkbox"/> Near Airport <input type="checkbox"/> Near Interstate	

<b>Water Type/Name:</b> <input type="checkbox"/> Frontage <input type="checkbox"/> View <input type="checkbox"/> Access <input type="checkbox"/> Boat Ramp	<input type="checkbox"/> Boat Slip <input type="checkbox"/> Boathouse <input type="checkbox"/> Boat Hoist <input type="checkbox"/> Dock <input type="checkbox"/> Seawall	<input type="checkbox"/> Skiing allowed <input type="checkbox"/> Fishing Allowed <input type="checkbox"/> Swimming Allowed <input type="checkbox"/> Community Pool <input type="checkbox"/> Community Jacuzzi	<input type="checkbox"/> In Ground Pool <input type="checkbox"/> Above Ground Pool <input type="checkbox"/> Jacuzzi Attached to pool <input type="checkbox"/> Stand Alone Jacuzzi
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Services Included in Rent	Interior Layout	Additional Rooms	Parking
<input type="checkbox"/> Electric <input type="checkbox"/> Phone <input type="checkbox"/> Cable TV <input type="checkbox"/> Garbage <input type="checkbox"/> Pool <input type="checkbox"/> Lawn <input type="checkbox"/> Alarm monitoring <input type="checkbox"/> Alarm no monitoring <input type="checkbox"/> Water/Sewer <input type="checkbox"/> Community Center	<input type="checkbox"/> Breakfast Room Separate <input type="checkbox"/> Eat in space in kitchen <input type="checkbox"/> Great Room <input type="checkbox"/> Family room <input type="checkbox"/> Formal Living Separate <input type="checkbox"/> Formal Dining Separate <input type="checkbox"/> Kitchen/Family Combo <input type="checkbox"/> "L" Living & Dining <input type="checkbox"/> Split Bedroom <input type="checkbox"/> Volume Ceilings <input type="checkbox"/> Fireplace Wood # _____ <input type="checkbox"/> Wood <input type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/> Bonus Room <input type="checkbox"/> Screened porch <input type="checkbox"/> Florida Room <input type="checkbox"/> Foyer <input type="checkbox"/> Game Room <input type="checkbox"/> In Law suit <input type="checkbox"/> Inside Laundry <input type="checkbox"/> Utility Room <input type="checkbox"/> Workshop <input type="checkbox"/> Study/Den/Library <input type="checkbox"/> Exterior Storage Shed	<input type="checkbox"/> Open driveway <input type="checkbox"/> 1 Car Carport <input type="checkbox"/> 2 Car Carport <input type="checkbox"/> 1 Car Garage <input type="checkbox"/> 2 Car Garage <input type="checkbox"/> 3+ Garage <input type="checkbox"/> Remote Opener # _____ <input type="checkbox"/> 1 parking place <input type="checkbox"/> 2 Parking spaces <input type="checkbox"/> Off Road Parking <input type="checkbox"/> Permit Required

**Additional Personal Property left for tenant use**

If Items are being left please list here or attach inventory.

**Special Lease Terms**

**Home Service Providers**

Electricity: _____	Telephone: _____
Water: _____	Cable: _____
Garbage: _____	Internet: _____
Well & Septic: _____	Monthly Pest Control: _____
Water softener: _____	Mailbox at property: <input type="checkbox"/> yes <input type="checkbox"/> no    Central Mail Box: #

**Association Information**

HOA Name: \_\_\_\_\_ Address: \_\_\_\_\_ HOA Docs provided  yes  no

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ HOA Tenant Approval Required? \_\_\_\_\_ 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: \_\_\_\_\_ Mail Box: \_\_\_\_\_ Gate Keys: \_\_\_\_\_ Garage Remotes: \_\_\_\_\_

Security Gate: \_\_\_\_\_ Misc \_\_\_\_\_

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

**Cleaning Needs**

If the property needs paint and cleaning please provide funds. Maid service and carpet cleaning is approximately 13 cents per sq ft each. If you want Secure Investments to coordinate this please include a 15% markup. Check enclosed  \$ \_\_\_\_\_

**Attorney Prepared Lease Program**

We highly recommend taking advantage of our Attorney prepared lease program that provides free legal services for non-compliances by the tenants including evictions. The cost is \$100 and will provide that a Secure Investments Realty & Management Corp. approved and trusted Attorney will handle evictions or non-compliances for the reduced price disclosed in the Owner Manual .

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 (this is applied to the Tenant placement fee once rented) \$300.00

Attorney Prepared Lease \$100.00

Cleaning  Approximately 0.23 per sq. ft. (plus 15% markup) for both carpet and maid combined \$ \_\_\_\_\_

2 complete sets of Keys or  check enclosed \$ \_\_\_\_\_

Total Amount of Check 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 <b>Specific Instructions</b> on page 2.)	
	Business name, if different from above. (See <b>Specific Instructions</b> 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	

<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <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 <b>Part I instructions on page 2</b>. For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How to get a TIN on page 2</b>.</p> <p><b>Note:</b> If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">               </td> </tr> <tr> <td style="text-align: center;">+ +</td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">               </td> </tr> <tr> <td style="text-align: center;">+ +</td> </tr> </table>	Social security number		+ +	or	Employer identification number		+ +	<p>List account number(s) here (optional)</p> <hr/> <p><b>Part II For U.S. Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)</p>
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.)

<b>Sign Here</b>	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.