



CONTRACT TO LEASE

This CONTRACT TO LEASE is between prospective tenant(s) _____

and prospective landlord Playa Realty & Management, LLC

for the proposed rental of the real property located at _____

1. DEPOSIT RECEIPT: (Broker) acknowledges receipt of a deposit in the amount of \$ _____

2. PETS: prohibited permitted, restrictions/deposit \$ _____

3. TERMS: Lease to commence on the _____ day of _____ and end on the _____ day of _____

Total rent \$ _____ per month Security deposit \$ _____ Application fee \$ _____

Security deposit, advance rent, and refundable fees will be held in a non-interest bearing account in a Florida financial institution.

4. PREPARATION OF LEASE AGREEMENT: The parties to this Contract agree to prepare or have prepared a lease agreement consistent with terms & conditions of this Contract. The lease agreement will be executed by parties no later than: _____. Lease provisions which conflict with provisions of this Contract will control.

5. ASSOCIATION APPROVAL: Where applicable, this Contract is subject to and contingent upon the Prospective Tenant being approved by the condominium/cooperative/homeowners association. In the event the Prospective Tenant is not approved, this Contract will terminate and all deposit(s) made will be refunded to the Prospective Tenant unless otherwise specified. The parties will make all reasonable efforts, including any required personal appearances, to obtain Association approval.

6. FAILURE TO PERFORM: If Prospective Tenant fails to perform any of the promises of this Contract, the deposit(s) paid or agreed to be paid by Prospective Tenant may be retained by Playa Realty & Management, LLC. 20% of deposit retained will be kept by Playa Realty & Management LLC for administrative fee, 80% will be maintained for the account of Prospective Landlord as agreed for liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims. Prospective Landlord and Prospective Tenant will be relieved of all obligations under this Contract. If Prospective Landlord fails to perform any of the promises of this Contract, the deposit(s) will be returned to Prospective Tenant without waiving action for damages resulting from Prospective Landlord's breach.

7. OTHER AGREEMENTS: No modification or change to this Contract will be valid or binding unless in writing and signed by both Parties.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

9. BROKERAGE DISCLOSURE: Broker represents: Prospective Landlord

10. FACSIMILE: A facsimile copy of Contract and signatures thereon will be considered for purposes as originals.

11. SPECIAL CLAUSES: This Contract is not a lease. It is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

Date: _____ Landlord Printed Name and Signature _____

Date: _____ Tenant Printed Name and Signature _____

Date: _____ Tenant Printed Name and Signature _____