



TENANT PLACEMENT ONLY (TPO) AGREEMENT RIGHT TO LEASE

559 W. Twincourt Trl #603
Saint Augustine, FL 32095
TEL: (904) 940-9990
FAX: (904) 940-9989
www.igolfrealty.com

We look forward to serving you and assisting you with your investment property. Please carefully review all the attached documents and return to our office after initialing each page and signing where indicated. Please do not hesitate to contact us with any questions.

REQUIRED:

- _____ RIGHT TO LEASE AGREEMENT (sign and date pg. 6)
- _____ PROPERTY and OWNER INFORMATION DISCLOSURE (pg. 7-8)
- _____ FORM W-9 (Tax reporting form required by IRS - pg. 9) or FORM W8EIC for Non-Resident aliens
- _____ KEY RECEIPT FORM (pg. 10) for new property, complete and return with keys
- _____ PERSONAL IDENTIFICATION (Legal copy of Driver's License or Passport)
- _____ LEAD PAINT DISCLOSURE required only for properties built prior to 1978 (pg. 11)

OPTIONAL:

- _____ SPECIFIC POWER OF ATTORNEY FOR TPO LEASES (pg. 12)
- _____ AUTHORIZATION FOR DIRECT DEPOSIT OF OWNER'S FUNDS (pg. 13)
- _____ AUTHORIZATION FOR DIRECT DEPOSIT OF SECURITY DEPOSIT (pg. 14)

ADDITIONAL ITEMS NEEDED:

- _____ \$100.00 Marketing fee (One Time charge)
- _____ KEYS: Five (5) Door keys (per lock), plus (4 each) Mailbox, Storage, etc.
- _____ REMOTES (Garage, Gates, etc. 1 remote per GDO)
- _____ RECREATIONAL/FITNESS/AMENITIES keys, card keys, passes, or fobs
- _____ COMPLETED AMENITIES AUTHORIZATION FORM

PREPARING YOUR PROPERTY FOR THE RENTAL MARKET

There are several actions you can take to prepare your property for today's rental market. In our experience, failure to implement these actions often results in "deal breakers" for prospective Tenants. These initial costs will ensure that you have an advantage over the competition in securing tenants for your property while adding value to your property at resale.

Re-keying of doors: For the safety and security of all occupants, all access doors to the property are required to be re-keyed before a new occupant takes possession. Unless otherwise agreed in writing, Broker shall arrange for Re-key, and Owner shall pay expense. Owner shall provide (5) keys to each access door, plus (4 each) for the mailbox, storage, amenities, etc.

Appliances: Matching kitchen appliances (same-color) and full sized Refrigerators are essential for all properties. Washers and dryers are optional for houses and essential for condos. Stainless steel braided hoses are highly recommended for all water lines.

Cleaning: Broker may require the property to be professionally cleaned before a new tenant moves in if the cleanliness does not meet Broker's standards. Owner is responsible for the cost of all cleaning.

Window Treatments: 2" faux wood blinds in white or off white are Highly Recommended. Blinds should open and close.

Garage door opener/remote: Garage door openers are expected by tenants and essential if the property has a garage.

Yard/Lawn Maintenance: Tenants can be expected to be responsible for mowing, trimming, and weeding of flower beds. However, we strongly recommend Owners provide an automatically controlled irrigation system and provide service for fertilization, weeds, pest control, and major pruning. While not mandatory, experience tells us that tenants generally will not pay for these "extras", and it can be very costly to the Owner if ignored or left to the Tenant.

Utilities: Electric power and water are to be turned on at all times. It's difficult to show a home without electricity, and an un-watered lawn can be more costly to the Owner in terms of dead grass and shrubs and HOA penalties, not to mention the loss of potential tenants.

Touch up paint: Touch up paint is considered normal wear and tear, and is the responsibility of the Owner. We recommend Owner provide extra paint, as many tenants like to touch up while they live in the house, and it helps the house show better to future rental prospects. It also ensures that the Tenants use the RIGHT color and sheen of paint, avoiding costly repairs at the end of the tenancy. Flat paint in the common areas touches up the best, but eggshell, satin, and semi-gloss are recommended in the kitchen and bathrooms.

Extra Filters: The Heating/Cooling system can be expensive to repair. To prolong the life of the HVAC system we recommend Owners pay for an **A/C maintenance contract** and provide extra filters to the Tenants. This usually encourages Tenants to change the filters more frequently and can save the Owner money in the long run.



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THIS "TPO" RIGHT TO LEASE AGREEMENT ("Agreement") is entered into on _____(insert date) between **Golden Realty and Property Management, Inc.** dba **INTERNATIONAL GOLF REALTY** ("**Broker**"), hereafter referred to as "**Broker**" or "**IGR**" and _____ ("**Owner**"), the owner or legally appointed representative of the premises, hereafter called LANDLORD, who agree as follows: The Broker is appointed the EXCLUSIVE AGENT to lease the following property. LANDLORD affirms that they are the exclusive owners of the premises and all co-owners shall sign this agreement. Property described below, including any personal property left on site (collectively, "Property") located in _____**County**.

FULL LEGAL ADDRESS: _____

1. LEASE TERMS: Owner authorizes and agrees that Broker may offer the Property for lease at the following rates and terms: Owner accepts a minimum term of _____ (7, if left blank) months and a maximum lease term of _____ (12, if left blank) months at the **Market Rate** determined by Broker through competitive market analysis. Except as otherwise agreed to in any lease, Owner requires and agrees to accept a security deposit in the amount of 120% of one month's rent prior to tenant's occupancy. Owner acknowledges and agrees that Broker, as escrow agent, may temporarily deposit the escrow funds in a non-interest bearing account with a financial institution chosen by Broker. Broker agrees to transfer any escrow funds to Owners escrow holding account within 30 days of receipt of funds

2. EFFECTIVE DATE: This Agreement, once signed by all parties, shall become effective on the date above.

3. TERM OF AGREEMENT: This Agreement shall be for an initial period of 6 months for the purposes of marketing for lease and will extend through the duration of initial lease signed. If not leased within initial 6 month period, Broker will continue to list for lease until this contract is cancelled in writing by Owner or Broker. Thereafter, this Agreement will automatically renew for a one-year term beginning at the end of each tenancy until canceled by either Owner or Broker upon sixty (60) days written notice to the other by certified mail in U.S. or regular international mail prior to the anniversary date of this Agreement. BROKER reserves the right to terminate this agreement with 5 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 violate the terms of this agreement or are illegal or improper.

4. OVERVIEW OF BROKER FEES:

Placement Fee Placement Fee is equal to one (1) month's rent – paid on first month
Lease Renewal Fee Renewal Fee is equal to one quarter (25%) month's rent for each lease renewal.
Marketing Fee A one-time marketing fee in the amount of \$100 is due at the time this agreement is signed.

PLACEMENT FEE: Owner shall compensate Broker for procuring a Tenant to rent the Property upon the terms set forth herein or as a lease agreed to by owner dictates, as follows: one (1) month's rent on new leases. Broker shall earn the fee stated herein upon procuring a ready, willing, and able Tenant. Owner shall pay Broker in full upon (i) the date on which all initial funds under the applicable lease have been collected, and the Tenant's lease term has begun; (ii) Owner's termination of this Agreement, or (iii) Owner's default under the lease or this Agreement. A breach or failure to perform by Tenant shall not entitle Owner to a refund of all or part of the fee stated herein. Broker does not guarantee any Tenant's performance under any lease.

LEASE RENEWAL FEE: Landlord agrees to pay Broker a Lease Renewal Fee of **25%** of one month's rent each time the lease agreement is renewed with the same Tenant(s).

5. MARKETING: Broker agrees to make diligent and continued efforts to lease the Property. Owner authorizes Broker to: (a) advertise the Property in one or more newspapers, publications, computer networks, internet websites, social media, and other advertising at Broker's discretion, (b) place appropriate FOR RENT or FOR LEASE signs on the Property and remove all other such signs including Owner's sign(s) during the term of this Agreement; and (c) place the Property in one or more multiple listing services ("MLS"), if available. Some advertising may be general in nature and may not specifically describe the Property. Owner understands that it is their responsibility to pay for additional printed advertising of the property, if desired. The property will be available to the Agent for showing at all reasonable hours, and a lockbox will be installed unless otherwise directed by the Owner and/or the Tenant. Owner agrees to pay Broker a marketing fee of \$100.00 which is due at the time this Agreement is signed. If advertising fee is not received by Broker prior to Broker leasing property, Broker reserves right to deduct fee from owner proceeds.

6. BROKER'S OBLIGATION AND AUTHORITY The Broker is responsible for marketing the property at the MARKET RATE, or other rate, as directed by Owner in writing. Broker shall use its professional judgement to approve Tenants applications and order lease prepared by a Florida attorney, only after tenant screening is conducted and Broker determines that tenant meets Brokers standards, and all other criteria is met. Broker shall be responsible for providing Owner any lease executed by the tenant(s), for collecting the security deposit and first month's rent, as well as, performing a move in inspection prior to the tenant taking occupancy. Broker will provide a copy of the move in inspection to the Owner and Tenant. If a properly completed Power of Attorney (POA) is executed by the Owner, Broker is authorized to execute Leases on behalf of the Owner per the terms of this agreement. I

7. AUTHORITY TO LEASE: Owner agrees to promptly refer to Broker all inquiries concerning the Property during the term of this Agreement. Owner expressly grants to Broker the authority to negotiate leases & renewals and agrees to accept a lease that satisfies the Owner's criteria as expressly set forth in this agreement. Tenant may not take possession of the Property until the lease is fully executed. If Owner is to sign all leases, Owner agrees to execute & return any such lease to Broker by fax or overnight mail within 24 hours of Owner's receipt. In the event that a prospective tenant places a deposit with Broker or Owner and Tenant fails to execute a lease or take possession, said deposit, if retained, shall be disbursed 50% to Owner and 50% to Broker, not to exceed the amount that Broker would have received as its rental commission. Broker retains the full right to make any decisions on the return or retention of the deposit if the applicant demands the deposit returned resulting in a dispute. Owner acknowledges that by entering into this Agreement, Broker does not guarantee that the Property will be leased. Broker will make diligent efforts to obtain a tenant. Owner certifies and represents that Owner has the legal authority and capacity to lease the property, and the Property to be leased is a legal rental unit and rental of same will not violate any laws, ordinances or rules.

8. TAX IDENTIFICATION: US citizens must provide a Tax ID number on a W-9 and a citizenship statement to be exempt from 31% IRS withholding tax. Non US citizens may provide a signed form W-8ECI with their ITIN number to be exempt from 31% withholding tax but are advised to seek the advice of an accountant before signing IRS form W-8ECI which states that the signer is exempt from US back-up withholding because their rental property is a business.

9. NOTICES: Whenever notice shall or may be given to Broker by Owner, each such written notice shall be faxed or mailed to the Broker's address listed herein or such other address as Broker may designate. **Broker's Address for Notice: International Golf Realty. 559 W. Twincourt Trail #603, St. Augustine, FL 32095. Phone (904) 940-9990 • FAX (904) 940-9989.** Whenever notice shall or may be given to Owner by Broker, Broker may serve notice to Owner by mail, fax, or by e-mail at the permanent address given on attached Property Information Forms. In certain instances Broker may request communication by email, mail, fax, or other electronic means, and if so, such communication shall be binding and legally sufficient.

10. SECURITY DEPOSIT AND ADVANCE RENT: *PLEASE NOTE: FLORIDA STATUE 83.49 REQUIRES THE OWNER/LANDLORD TO HOLD THE SECURITY DEPOSIT IN A FLORIDA BANKING INSTITUTION. OWNER ACKNOWLEDGES RECEIPT OF FLORIDA STATUE 83.49 RELATED TO SECURITY DEPOSITS (pg. 15 & 16 of this agreement). IT IS RECOMMENDED THAT OWNERS PERUSE A COMPLETE COPY OF THE FLORIDA LANDLORD AND TENANT ACT (FLORIDA STATUTE 83, PART 11) WHICH HAS TO DO WITH FLORIDA LAW AS IT PERTAINS TO RESIDENTIAL TENANCIES.** All security deposits and advance rent must be held in a Florida banking institution and in accordance with Chapter 83, Florida Statutes. Owner shall have full responsibility to collect rents and deposits, to hold funds received on behalf of tenant as required by Chapter 83.49, Florida Statutes, and to disburse the security deposit to the tenant in accordance with Florida Law. Owner shall indemnify Broker in the event Tenant sues Brokers over a dispute concerning Owner's disposition of the security deposit or advance rent. The security deposit collected from the Tenant may be made payable to and turned over to the Owner, thereby, releasing the Broker from all liability for the return of security deposit upon termination of the lease. Owner agrees that all responsibilities of the Broker shall end with the execution of the lease. The owner hereby indemnifies and holds harmless the Broker from any claims or costs incurred by the Broker in defending against any claims arising from the security deposit.

The suggested amount of security deposit will be 120% of one month's rent, unless negative findings are discovered during the credit or background check. If the Owner resides out of the State of Florida, the security deposit will be transferred to the Owner's financial institution within the State of Florida only. Owner shall provide Broker with all Florida banking information to facilitate transfer of security deposit. Owner acknowledges that Broker is not a property manager for the premises described herein, and Broker's sole responsibility is to secure a tenant acceptable to Owner. Upon acceptance and execution of lease agreement, Broker shall be relieved of all further responsibilities and obligations, except to remit to Owner the sums specified.

11. CONDITION OF PROPERTY: Owner shall have sole responsibility for ensuring the Property is in "clean and tenant ready" condition prior to occupancy. Broker accepts no responsibility for ordering, arranging, or coordinating any vendor services or rent collection services beyond the first month's rent. Owner certifies that all heating, cooling, plumbing, electrical systems, and all appliances are in good working condition, and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the roof is watertight and that water does not enter living areas either from rain or subterranean sources, and Owner shall be responsible for the maintenance or replacement of same. Owner certifies that the Property is in good habitable

condition, there is no mold, mildew, or any water intrusion on the premises, and the property is in compliance with all applicable laws, ordinances, and regulations of all governmental authorities. Owner agrees to maintain lawn, pool, and utility services while the property is vacant. If the Owner wants the Broker to procure any cleaning or repairs; The Owner agrees to provide Broker with a check for **\$300**, along with this signed Agreement, to be held in an Owner's Operating Account AND/OR pay any invoices upon demand. These funds are to be placed in the Owner's Escrow Account and can only be used for the following purposes: (a) payment of any repairs, cleaning, or other expenses that Owner authorizes during the term of this Agreement, (b) any additional ads Owner authorizes. Upon securing a Tenant, the \$300 or any balance remaining in escrow account will be reimbursed to Owner.

12. KEYS: Upon execution of this Agreement, Owner will provide a minimum of (5) sets of keys for each door lock, (4) mailbox keys, at least (1) gate opener if applicable, and at least (1) garage door opener for each garage door if applicable, plus at least (2) sets of any security keys, pool keys, and amenities passes or keys as applicable. Owner authorizes Broker to have keys made and/or replace or re-key locks and to reimburse Broker for same if not provided. Broker may re-key door locks at Owner's expense during periods of vacancy to reduce Owner liability risk.

13. LOCK BOX AUTHORIZATION: Broker may utilize a lock box to access the premises, unless specified by initialing here____. If a lock box is authorized, Landlord shall hold Broker, persons working through Broker, and Broker's local Realtor Board/Association harmless for any claims, vandalism, or theft arising out of the lock box misuse by a criminal. Owner authorizes Broker to deliver the key to the Property for any cooperating real estate broker or salesperson for the purpose of showing the Property. Owner is advised to secure or remove valuables from the Property. If Property is Tenant occupied, Tenant must give written approval or acknowledgement before a lock box is used. Broker may employ a key check out system or provide key box codes to prospective Tenants and/or their real estate representatives. Unless Broker receives written notice otherwise, Owner approves the use of alpha or numerical coded lock box for access as described above.

14. UTILITIES: Landlord may be required to have water and electric service turned on if the premises are not occupied. This is to allow for proper showings, to maintain the property, and to protect the pool if applicable. Landlord has agreed that it has disclosed in writing any issues regarding utilities including water quality problems.

15. SMOKE DETECTORS AND FIRE EXTINGUISHERS: Florida Landlord Statute requires single family Landlords to install working smoke detectors at the beginning of occupancy. Smoke detectors do have a limited life span and must be replaced every 5 years at Landlord's expense. It is also recommended that Landlord provide 1 or 2 fire extinguishers on the property for extra safety insurance.

16. DOGS: Landlord/Owner affirms that dogs **ARE** covered by the Landlord's liability insurance, unless one of the following boxes are checked: Dogs are NOT allowed Pets are NOT allowed The following Breeds are not accepted by Owner, HOA, or Owner's insurance Company: _____
Landlord is responsible for verifying insurance coverage with their insurance agent. Landlord agrees and understands that Service Animals for persons with disabilities are not considered pets and must be allowed. No pet fee or pet deposit can be collected for a Service Animal.

17. COMPLIANCE WITH DECLARATION OF CONDOMINIUM & OWNER'S ASSOCIATION, TAXES & ASSESSMENT: If rental unit is governed by a Condominium or Homeowner's Association, any lease negotiated shall be subject to the Association Rules and Regulations. Owner agrees to pay all federal, state, or local taxes or assessments that are due, or may become due, as a result of the leasing. It is the Owner's sole responsibility to provide Broker with Association Application forms and a current copy of the Rules and Regulations at time of this Agreement (plus any future updates when procuring a new tenant). Owner agrees to pay for all HOA/COA dues and to allow Tenants to use all facilities available during the term of the lease.

18. ENVIRONMENTAL HAZARDS/MOLD/BEDBUGS: Tenant(s) are increasingly suing property Owners and Brokers for environmental hazards including but not limited to mold, defective drywall, mildew, smoke odors, allergens and other hazards which may be present on the premises. Owner affirms no such hazards are known by Owner to be present on the premises at this time. Owner agrees to indemnify Broker in the event Broker is sued by Tenant for any injuries suffered on the premises unless such injuries were due to Brokers' actions. In the event a Tenant complains of a pest issue, water quality issues, mold, bedbugs or any other environmental issue, Landlord agrees to pay for an inspection by a certified inspector and/or treatment to help defend Landlord and Broker from claims made by the Tenant.

19. NON-DISCRIMINATION: Owner and Broker agree that the Property is offered for rent in accordance with the CIVIL RIGHTS ACT OF 1968, TITLE VIII FAIR HOUSING, and any amendments thereto, which provides that it shall be unlawful to refuse to rent, after making a bona fide offer, or refuse to negotiate for the rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, religion, sex, national origin, familial status or disability.

20. FAIR HOUSING NOTICE: In compliance with the Federal Fair Housing Laws and any state or local laws or ordinances, please do not ask or expect Broker to place any restrictions on the property based on a prospective Tenant's or Occupant's race, color, religion, handicap, sex, national origin, familial status, or service member status. Federal, State, and/or local laws prohibit us from placing any such restrictions on the properties we handle for rent or from illegally discriminating in any way.

21. TENANT HISTORY Broker will select renters using its professional judgment. Applicants will complete a rental application that allows Broker to run credit and criminal checks and to verify income and rental history. Broker will allow up to two persons per bedroom in accordance with current fair housing guidelines (to avoid a discrimination lawsuit). Owner will be informed as soon as a deposit is collected. Broker will obtain a standard credit and background report (hereafter, "Tenant Report") on all tenant applicants from a credit bureau of Broker's choosing unless otherwise waived by Owner in writing for all tenant applicants for the property. Owner acknowledges and understands that the Tenant Report (i) may not be all inclusive, (ii) may not provide information from all local jurisdictions within the United States, and (iii) will not provide information from jurisdictions outside the United States. Neither the company providing the Tenant Report nor Broker warrants the completeness nor accuracy of the information contained therein. The Broker will pay for the cost of the Tenant Report from the application fee collected from tenant by Broker. Owner understands and agrees that other than the Tenant Report, Broker will not undertake any additional investigation of any tenant's suitability or creditworthiness unless expressly agreed to in writing. If the applicant fails to meet the Broker's criteria for rental, Owner can override this by signing an Owner Authorization to Rent Form and/or require Tenants to pay an additional security deposit, advance rent, or provide a personal guarantor. ***Due to laws which may affect disclosure of private and credit information, OWNER shall not be provided with the TENANT'S credit report and/or application unless specifically authorized in writing by the TENANT(S) and the provider of the credit report.***

22. INVENTORY, DAMAGES or MISSING ITEMS: Owner shall provide Broker with a written inventory of personal items and furnishings, if applicable. Broker is not responsible for damage to the premises or for missing, lost, or damaged items or furnishings under any circumstances, including but not limited to, theft, switching out of items, vandalism, or negligence of tenant(s), their guests or third parties.

23. VENUE, JURISDICTION AND GOVERNING LAW: Owner and Broker agree that venue for any litigation arising out of, or relating to, this Agreement shall be exclusively in the county where the Broker is located, and each consents to personal jurisdiction in the State of Florida and in St. Johns County. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. In the event of any litigation between the Landlord and Broker, the prevailing party shall be entitled to an award of all attorney's fees and costs.

24. SALES COMPENSATION: If Owner agrees to sell or otherwise transfer the Property during the term of this Agreement or the term of any lease entered into during the term of this Agreement, including any renewals or extensions of either (or within 180 days after termination or expiration of either) to a (i) tenant, relative of tenant, or (ii) person who occupied or resided at the Property with tenant, or (iii) a customer who was introduced to the Property through Broker, Owner shall pay Broker an amount equal to 4% of the gross purchase price as a sales commission, unless otherwise agreed to in writing. Such commission shall be paid to Broker at closing. However, closing shall not be a prerequisite to Broker's fee being earned and shall be in addition to any other amounts due Broker. In the event of a default by the buyer, Broker shall be entitled to receive one half of all deposits retained by Owner as liquidated damages in the transaction, not to exceed the amount which Broker would have received as its sales commission had there been no default. If the property is currently listed for sale with another broker, the commission due Broker shall be the co-op commission as listed in the MLS if different from the fee listed in this agreement. It is understood between the parties that the other sales listing Broker will waive their rights under the listing agreement to any fee for leasing of the property and will provide to Owner a statement of such waiver of their fee rights.

25. INDEMNIFICATION: Owner agrees to and does hereby hold harmless and indemnify Broker, its parent company if any, affiliates, employees, agents, representatives, successors and assigns, from all claims, suits, damages, costs, losses, court costs, attorney fees, penalties, taxes, charges, fines, damages of any kind whatsoever, and any expenses arising from or relating to (i) an Owner caused booking conflict or Owner's failure or refusal for any reason to deliver possession of the Property; (ii) any claim or loss relating to Tenant's failure to perform under any agreement or failure to pay any funds due Owner, (iii) bad or returned checks from any tenant, (iv) any other sums due Owner under the lease, (v) any injury to person or property occurring on or about the Property or (vi) any violation of any federal, state, municipal, or owner's association rule, law, regulation, or ordinance by Broker, including any claims or losses arising from Broker's negligence, except as may be caused by Broker's willful gross negligence or illegal acts. The Broker is not responsible for vandalism, theft, or damage of any nature to the property, management, maintenance, inspection, utilities, lawn care services, or repairs to the property.

26. SUCCESSORS and ASSIGNS: This Agreement is assignable by Broker, and this agreement shall be binding upon the successors and assigns of Broker and Owner and their respective heirs, administrators, executors, successors and assigns.

27. SOLVENCY STATEMENT: Owner hereby states and affirms that all bills and money due on the premises are paid current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the rental property.

Owner agrees that in the event any dispute arises between a Tenant and the Owner or agent as a result of Owner's failure to make any payments relative to the premises, Owner agrees to completely indemnify and hold harmless Broker, Brokers agents,

property managers, employees, and assigns, hereinafter "Broker" for any and all damages or litigation which may arise out of Owner's actions or inactions. Owner understands that a tenant has a right to peaceful quiet enjoyment of the premises and if Owner fails to keep all payments current, a tenant may have a right to withhold rent, break the lease agreement, or hold Owner or Agent liable for any damages they suffer as a result of Owner's failure to keep all payments current.

Owner gives Broker full authority to lease the premises and hold Owner liable for any damages or amounts due under this agreement if Owner misrepresents any information or fails to abide by this agreement and keep all payments current.

28. ENTIRE AND BINDING AGREEMENT: This Agreement, which includes the Property Owner and Information Form and Owner's Handbook currently in use and all other Addenda attached hereto, all of which are incorporated herein, contains the entire agreement between the parties hereto relating to the transaction and services contemplated between the parties. Notwithstanding any law to the contrary, any modifications will be invalid unless in writing signed by all parties hereto. Owner acknowledges that Broker has not made any representations to, or agreements with, Owner that are not contained in the Agreement. If any provision of the Agreement is or becomes invalid or unenforceable, all remaining provisions shall continue to be fully effective.

PROPERTY ADDRESS:

OWNER ACCEPTANCE:

PRINT NAME

PRINT NAME

Signature

Signature

DATE

DATE

FINAL ACCEPTANCE:

This Agreement becomes binding on all parties when duly signed by Broker's authorized representative.

Golden Realty & Property Management, Inc. dba INTERNATIONAL GOLF REALTY

X _____
Broker or Broker's Authorized Representative

Date

Initials _____ Copy returned to **Owner** on _____ by email fax mail personal delivery



**PROPERTY and OWNER
INFORMATION DISCLOSURE
(Required)**

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Saint Augustine, FL 32095
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To be completed fully by OWNER

1. LEGAL OWNER(s): _____

2. ADDRESS of Rental Property: _____

3. COMPLETE a W-9 (pg. 12 in this agreement) or provide Form W-8EIC for Non-Resident Aliens.

▪ IF A LEGAL PARTNERSHIP, complete a W-9 for each partner. Each partner receives separate share and individual Form 1099 Miscellaneous Income at year's end.

_____% Share Partner Name: _____

_____% Share Partner Name: _____

4. Complete and Return the Key Receipt Form (pg. 12).

5. Mailing Address for Notices and Funds Distribution (Required): _____

City: _____ State: _____ Zip: _____

6. CONTACT Name: _____ (Check all preferred methods of Contact)

Home Phone: _____ Cell: _____ Work: _____

Email Address: _____ Fax: _____

7. CONTACT Name: _____ (Check all preferred methods of Contact)

Home Phone: _____ Cell: _____ Work: _____

Email Address: _____ Fax: _____

8. EMERGENCY CONTACT (REQUIRED)

Name: _____ Tel: _____ Email: _____

In event of Emergency, does above named person have authority to authorize repairs? Yes No

Name: _____ Tel: _____ Email: _____

In event of Emergency, does above named person have authority to authorize repairs? Yes No

9. Lead Paint Disclosure required (if built prior to 1978). Year Built _____.

10. Market Status: This Property is listed for Sale with _____, Listing Broker.

Will Owner be listing property for sale during lease term? Yes or No

If yes, is Lease to include 60 day Notice to Vacate Clause? Yes or No

11. Home Owners or Condo Association Information:

Association Management Company: _____

Website: _____

Contact Name: _____

Phone: (_____) _____

Email: _____

12: Service Company Info. (Check who pays)

Owner/HOA

Tenant

Natural Gas Propane _____
 Pool Service Company: _____
 AC Maintenance Service: _____
 Lawn Service Company: _____
 Fertilization/Exterior Pest: _____
 Termite Bond: _____
 Security Monitoring Co: _____
 Water Softener Company: _____
 Other: _____

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

13. Home Warranty Co: Please provide a copy of all home warranty policy. Expiration Date: _____

Company Name: _____

Policy # _____

Website: _____

Deductible: \$ _____

14. PET RESTRICTIONS: Property will be advertised as "Pets Negotiable". If Pets are NOT allowed, please indicate below. Please keep in mind that 80% of all households have some kind of pet. We can NOT discriminate against persons with service animals, even if pets are forbidden by HOA or Insurance Company.

NO PETS Pets must weigh no more than _____ lbs _____ Max Number of Pets allowed

Other Pet limitations _____

Pet restrictions are often imposed by Condo, Home Owners Association, or Insurance Company. It is the Owners responsibility to check these restrictions and inform Broker in writing of any limitations.

PROPERTY DISCLOSURE: Please disclose all known facts that materially affect the value, use, or occupancy of the Property. If none, please write "NONE":

_____	_____	_____
Printed Name	Signature	Date

_____	_____	_____
Printed Name	Signature	Date

Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not
 send to the IRS.**

**Print or type
 See Specific
 Instructions on page
 2.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. Other (see instructions) ▶	
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional) International Golf Realty 559 W. Twincourt Trl, Ste 603 Saint Augustine, FL 32095 (904) 940-9990
6 City, state, and ZIP code	
7 List account number(s) here (optional) or Address of Rental Property	

Part I

Taxpayer Identification Number (TIN)

Enter your SOCIAL SECURITY NUMBER OR TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer

Social security number
TIN

Tax Identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Tax Identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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 3.

SIGN HERE: Signature of U.S. person **X** _____ Date: _____



559 W. Twincourt Trail #603
Saint Augustine, FL 32095
Phone (904) 940-9990
Fax (904) 940-9989

**Key Receipt Form for
International Golf Realty**

PROPERTY ADDRESS:

IGR ACKNOWLEDGES RECEIPT OF:

_____ HOUSE KEYS

_____ GARAGE DOOR KEYS

_____ MAILBOX KEYS - M/B # _____

_____ ADDITIONAL KEYS

_____ GARAGE DOOR REMOTES

_____ GATE REMOTES

_____ AMENITIES PASSES/FOBS

_____ AMENITY KEYS

OWNER SIGNATURE

DATE

IGR REPRESENTATIVE

DATE

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement- *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

_____ Lead-based paint and/or lead-based painting hazards are present in the housing (explain).

_____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

_____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet ***Protect Your Family from Lead in Your Home.***

Agent's Acknowledgement (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Lessee	Date	Lessee	Date
Agent of Lessor	Date	Agent	Date

**Blank form of this notice provided by:
LAW OFFICES OF HEIST, WEISSE & DAVIS, P.A.
1 800 253 8428**



**SPECIFIC POWER OF ATTORNEY
FOR TPO LEASES
(Optional)**

559 W. Twincourt Trl #603
Saint Augustine, FL 32095
TEL: (904) 940-9990
FAX: (904) 940-9989
www.igolfrealty.com

Printed Name: _____

Landlord/Owner(s), hereinafter Owner(s), hereby grants Broker, **Marilyn Golden/International Golf Realty** or Broker's Agent(s) who hold a current, valid real estate Sales persons or Brokers license, hereinafter Agent(s), the specific power of attorney to sign lease(s) and/or lease renewals and thus bind Owner(s) to the terms of the lease agreement(s), unless specifically not authorized by Owner(s) in writing by certified mail. Broker's authority shall include modifying existing utilities services and establishing new utility services, including telephone, water, electric, cable (Direct TV, Comcast, Lifestream, AT&T, ETC.), and gas; authorizing repairs. Owner(s) agree that they alone own the rental property and that there are no other undisclosed owners of the property. Broker is given the exclusive right to screen and approve or disapprove prospective tenant(s), and sign leases on Owners behalf per the terms of the Tenant Placement Agreement in effect. Owner(s) warrant that the property is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances. Owner(s) agree to indemnify Broker in the event that the unit is not a legal rental unit or is in violation of any rules, codes, ordinances or laws.

Property Address: _____

County of: _____

Legal Owner(s) Name Per Deed:

X _____
Printed Name:

Witness

Witness

X _____
Printed Name:

Witness

Witness

X _____
Printed Name:

Witness

Witness

X _____
Printed Name:

Witness

Witness

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____ 20__ THE ABOVE SIGNATORIES WHO DID NOT TAKE AN OATH AND ARE ____ PERSONALLY KNOWN TO ME OR ____ PRODUCED THE FOLLOWING FORM OF ID _____

NOTARY PUBLIC SIGNATURE

(SEAL HERE)

COMMISSION # _____

PRINTED NAME _____

COMMISSION EXPIRATION DATE ____/____/____



AUTHORIZATION FOR
DIRECT DEPOSIT
-FOR NON-SECURITY DEPOSIT FUNDS-
(Optional)

559 W. Twincourt Trail #603
Saint Augustine, FL 32095
TEL (904) 940-9990
FAX (904) 940-9989
www.igolfrealty.com

I (We) hereby authorize International Golf Realty, hereinafter called COMPANY, to initiate credit entries for Rent Proceeds from our investment property(s) to my (our) account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U. S. law.

Rental Property Address _____ Date _____

Account Name(s) as it appears on your BANK (Financial Institution) Account:

BRANCH NAME: _____

BANK (Financial Institution) Address: _____

City _____ State _____ Zip _____

Routing Number: _____

Account Number: _____

Type of Account: _____ Checking or _____ Savings

This authority is to remain in full force until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Print Name _____ Signature _____

Owner's Email Address _____
(Required for ACH online notification)

Important: If the ACH deposit is to go to a Checking account, PLEASE ATTACH A VOIDED CHECK TO THIS FORM

- All written credit authorizations must provide that the Receiver may revoke the authorization only by notifying the Originator on the manner specified in the authorization
- Single entry reversals do not require authorization by the Receiver. Therefore, previously recommended language regarding the initiation of possible debit entries is no longer stated in the authorization.
- The underlined language in the authorization above represents the disclosure requirement associated with the clarification of OFAC economic sanction policies upon ACH Network Participants.



**AUTHORIZATION FOR
DIRECT DEPOSIT OF SECURITY DEPOSIT**
TO BE HELD IN FLORIDA BANKING INSTITUTION ONLY
-CAN NOT BE CO-MINGLED WITH ANY OTHER FUNDS-
(Optional)

I (We) hereby authorize International Golf Realty, hereinafter called COMPANY, to initiate credit entries for **SECURITY DEPOSIT** from our investment property(s) to my (our) account indicated below and the financial institution named below, hereinafter call FINANCIAL INSTITUTION, to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U. S. law.

Account Name(s) as it appears on your BANK (Financial Institution) Account:

BRANCH NAME: _____

BANK (Financial Institution) Address: _____

City _____ State _____ Zip _____

Routing Number: _____

Account Number: _____

Type of Account: _____ Checking or _____ Savings

This authority is to remain in full force until COMPANY has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

(Print Individual Name)

(Signature)

Owner's Email Address _____
(Required for ACH online notification)

Rental Property ID (Number & Street Name)

(Date)

**Important: If the ACH deposit is to go to a Checking account,
PLEASE ATTACH A VOIDED CHECK TO THIS FORM**

- All written credit authorizations must provide that the Receiver may revoke the authorization only by notifying the Originator on the manner specified in the authorization.
- Single entry reversals do not require authorization by the Receiver. Therefore, previously recommended language regarding the initiation of possible debit entries is no longer stated in the authorization.
- The underlined language in the authorization above represents the disclosure requirement associated with the clarification of OFAC economic sanction policies upon ACH Network Participants.

FLORIDA STATUTE

83.49

83.49 Deposit money or advance rent; duty of landlord and tenant.—

- (1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
- (a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
 - (b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
 - (c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or \$50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of \$250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.
- (2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:
- (a) Be given in person or by mail to the tenant.
 - (b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
 - (c) State whether the tenant is entitled to interest on the deposit.
 - (d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:

(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____ upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to _____ (landlord's address) .

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.

(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.

(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.

(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).

(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.

(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.

(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.

(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.

(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.

(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.