

Contract to Lease

(This is not a Lease. A Lease should be signed before occupancy.)

- Parties:** owner (Prospective "Landlord")
and Demo Lead (Prospective "Tenant")
agree to execute a lease agreement ("Lease") no later than _____ [date] for the property described below. The Lease will include the terms set forth in Paragraphs 3–12 of this Contract to Lease ("Contract") and other mutually agreeable terms. ☒ **Landlord** ☐ **Tenant** (Landlord if left blank) will prepare the Lease.
- Deposit:** With the intention of entering into a Lease with **Landlord**, **Tenant** has paid \$ 40,000 ("Deposit") to _____ [deposit holder]. Upon execution of a Lease by both parties, the parties authorize the deposit holder to transfer the Deposit according to **Landlord's** instructions, and **Landlord** will credit the Deposit to the money due under Paragraph 5 below.
- Property Address:** 9703 Collins Ave #2500, Bal Harbour, FL 33154

The property will be ☒ unfurnished ☐ furnished (attach inventory).

The property will be used for only residential purposes and occupied by only **Tenant** and the following persons:

- Lease Term:** The lease will begin on _____ [date] and end on _____ [date].
- Money Due before Occupancy:** **Tenant** will pay the sum of \$ 120,000 in accordance with this paragraph before occupying the property. **Tenant** will not be entitled to move in or to keys to the property until all money due before occupancy has been paid. If no date is specified below, then funds will be due before occupancy.

First month's rent plus applicable taxes	\$ <u>40,000</u>	due _____
Advance rent for month of _____ plus applicable taxes	\$ _____	due _____
Last month's rent plus applicable taxes	\$ <u>40,000</u>	due _____
Security deposit	\$ <u>40,000</u>	due _____
Security deposit for Association	\$ _____	due _____
Pet deposit	\$ _____	due _____
Other: _____	\$ _____	due _____
Other: _____	\$ _____	due _____

The Paragraph 2 Deposit will be credited as follows: **(Check as applicable)**

- ☒ \$40,000 to first month's rent ☐ \$ _____ to security deposit
☐ \$ _____ to last month's rent ☐ \$ _____ other (specify) _____

(If left blank, the Deposit will be credited to the first month's rent. Any remaining balance will be credited to the amounts due in the following order: 1) security deposit, 2) last month's rent, and 3) advance rent.)

- Rent Payments, Taxes, and Charges:** **Tenant** will pay total rent for the Lease Term of \$ 480,000 (excluding taxes). **Tenant** will also pay total taxes on the rent when applicable in the amount of \$ 0. **Tenant** will pay the rent, including taxes when applicable, as follows: **(Check one)**
☐ in full on _____ [date] in the amount of \$ _____.
☒ monthly, on the 1 day (the 1st day if left blank) of each month in the amount of \$ 40,000.
- Pets:** ☒ prohibited ☐ permitted, as described _____
- Smoking:** ☒ prohibited ☐ permitted

Prospective Landlord ☐ ☐ and Prospective Tenant ☐ ☐ acknowledge receipt of a copy of this page, which is Page 1 of 3.
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9. Utilities: **Tenant** will pay for all utility services during the Lease Term, connection charges, and deposits for activating existing utility connections to the property except for Water, Sewer, Garbage, which **Landlord** agrees to provide at **Landlord's** expense.

10. Maintenance: **Landlord** will be responsible for maintenance and repair of the property except for Air Filters and minor repairs less than \$150, which **Tenant** agrees to maintain and repair.

11. Association Approval: Where applicable, the lease will be contingent upon condominium/cooperative/homeowners' association ("Association") approval. ☐ **Landlord** ☒ **Tenant** will pay a nonrefundable application fee of \$ 100 and make application for Association approval by 3 days lease execution [date]. If such approval is not obtained before beginning of Lease Term, either party may terminate the lease by written notice to the other at any time before Association approval; and **Tenant** will receive a return of all Deposits paid. If the lease is not terminated, rent will abate until Association approval is obtained.

12. Additional Terms: (Notice to **Landlord** and **Tenant**: You or your attorney must make any amendments to the lease form.) Property will be delivered in Move-In-Ready condition and professionally cleaned prior to occupancy

13. Background/Credit/Reference Check: If **Landlord** determines that **Tenant's** background, credit, or reference check is not acceptable, **Landlord** may terminate this Contract prior to the signing of the Lease by refunding the Deposit to **Tenant**; thereupon, the parties will be released from all obligations under this Contract.

14. Servicemember Status: Is the Prospective **Tenant** a servicemember as defined in F.S. 250.01? NO ☒ YES ☐ If yes, Landlord must provide a written approval or denial of **Tenant's** application within seven days after receipt. If **Tenant** is denied, **Landlord** must provide a reason for the denial to the **Tenant**.

15. Failure to Perform: If **Tenant** fails to perform any of the promises of this Contract, the Deposit paid by **Tenant** may be retained by or for the account of **Landlord** as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; and the parties will be released from all obligations under this Contract. If **Landlord** fails to perform any of the promises of this Contract, **Tenant** may elect to receive a refund of Deposit paid without waiving any action for damages resulting from **Landlord's** breach.

16. Brokers: The following real estate licensees ("Brokers") are the only Brokers involved in the procurement of this Contract to Lease:

Prospective Tenant's Agent's Name: Mayank

Prospective Tenant's Brokerage Name: Keller Williams Eagle Realty

Prospective Landlord's Agent's Name: Michelle Judd

Prospective Landlord's Brokerage Name: Dezer Platinum Realty LLC

This Contract is not a Lease. Once the parties enter into a Lease, Lease provisions that conflict with provisions of this Contract will control. This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

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Prospective Tenant

Date

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Prospective Tenant

Date

Prospective Tenant's Address: _____

Telephone and Email: (639) 553-2795 mayank@peregrine-it.com

Prospective Tenant's Address: _____

Telephone and Email: _____

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Prospective Landlord

Date

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Prospective Landlord

Date

Prospective Landlord's Address: _____

Telephone and Email: (707) 881-3033, mayankagarwal9119@gmail.com,

Wire Fraud Prevention Notice

Brokerage Name: Keller Williams Eagle Realty

Never trust wiring instructions via email

Criminals/hackers are targeting email accounts of various parties involved in real estate transactions (e.g., lawyers, title agents, mortgage brokers, real estate agents). These emails are convincing and sophisticated. Among other concerns, this has led to fraudulent wiring instructions being used to divert funds to the criminal's bank account. These emails may look like legitimate emails from the proper party. If you receive an email regarding instructions that contains any suspicious information, do not click on any links that may be in the email and do not reply.

Broker strongly recommends that Buyer/Tenant, Seller/Landlord, and their respective attorneys and others working on a transaction, refrain from placing any sensitive personal and financial information in an email, directly or through an email attachment. When there is a need to share Social Security numbers, bank accounts, credit card numbers, wiring instructions or similar sensitive information, Broker strongly recommends using more secure means, such as providing the information in person, over the phone, or through secure mail or package services, whenever possible.

In addition, before Buyer or Seller wires any funds to any party (including Buyer/Tenant's or Seller/Landlord's attorney, title agent, mortgage broker, or real estate broker) personally call them to confirm the information is legitimate (i.e., confirm the ABA routing number or SWIFT code and credit account number). Buyer/Tenant and Seller/Landlord should call them at a number that is independently obtained (e.g., from this Contract, the recipient's website, etc.) and not use the number in the email in order to be sure that the contact is a legitimate party.

Buyer/Tenant (Print): Demo Lead

(Signature): _____ Date: _____

Buyer/Tenant (Print): _____

(Signature): _____ Date: _____

Buyer/Tenant (Print): _____

(Signature): _____ Date: _____

Buyer/Tenant (Print): _____

(Signature): _____ Date: _____

Seller/Landlord (Print): owner

(Signature): _____ Date: _____

Seller/Landlord (Print): _____

(Signature): _____ Date: _____

Seller/Landlord (Print): _____

(Signature): _____ Date: _____

Seller/Landlord (Print): _____

(Signature): _____ Date: _____