

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

## FINDER'S FEE AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Chicora Long Term Rentals, LLC (hereinafter referred to as "Rental Agent") and \_\_\_\_\_ (hereinafter referred to "Owner").

### WITNESSETH:

WHEREAS, Owner desires to employ Rental Agent exclusively to rent the property located at \_\_\_\_\_, (hereinafter "Premises"), upon the terms and conditions as hereinafter set forth.

WHEREAS, Rental Agent hereby agrees to act as Rental Agent for Owner upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the Premises, the mutual promises and covenants herein contained, and other good and valuable considerations by each party to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

#### 1. TERM:

The terms of this Agreement shall commence on \_\_\_\_\_ 20\_\_\_\_, and remain in force until a tenant is secured, a lease is fully executed, and a security deposit and 1<sup>st</sup> month's rent are collected ("Term"). Owner shall notify Chicora Long Term Rentals, LLC in writing of his intent at any time to cancel said Agreement.

A cancellation fee in the amount of \$300 will be due to Chicora Long Term Rentals, LLC at the time of notification in the event Owner cancels this Agreement prior to the completion of this Term, or if Owner sells the Premises during Term.

#### 2. RENTAL AGENT'S RESPONSIBILITIES:

- (a) To furnish the services of its organization for the purpose of securing a tenant and executing a lease for the Premises;
- (b) To physically inspect the Premises before executing this agreement for the purpose of acceptance into the Finder's Fee program;
- (c) To physically inspect the Premises before a new lease is to begin and to report findings to Owner. Such inspection shall only apply to visible portions of the Premises and shall not include

any destructive testing to determine the presence of moisture damage behind any walls, hidden mold damage, termite damage, or any other type of latent defects;

(d) To personally show the Premises to prospective tenants. Advertising will be at Rental Agent's discretion.

(e) To maintain an office (of the rental department) convenient to the public, which shall contain information to promote the rental Premises;

(f) To use a standard type written contract, the terms of which shall be binding on the Owner and Renter for the period so rented;

(g) To set the rental rates for the Premises, together with the Owner;

(h) To collect tenants' security deposit and 1<sup>st</sup> month's rent, which will be forwarded along with the application and fully executed lease to Owner. All checks will be made payable to Owner. Rent checks will be prorated based on the beginning lease term date.

### **3. OWNER'S RESPONSIBILITIES:**

(a) To indemnify, save and hold harmless the Agent from and against all claims, suits, damages, costs, losses and expenses arising from injury to any person(s), or property occurring on or about the said premises and relating to the performance of this Agreement, and/or within the scope of this agency. The Owner agrees to reimburse Agent for any and all actual legal, court and other related cost incurred by Agent caused by actions, disputes, litigation and other occurrences naming or involving Agent provided, however, the Agent shall not be entitled to reimbursement if found grossly negligent in the performance of its duties.

(b) To hold Rental Agent harmless from loss or damage of any nature to the premises or equipment, furnishing, or appurtenances thereto or to property which was brought thereon as a result of any accident or occurrences in or upon the premises or the building of which they are a part, including but not limited to claims or damages resulting from 1) negligent or willful action or omission of renters and their guests; 2) injury done or occasioned by wind, rain or other elements; 3) theft, vandalism, fire or acts of God.

(c) The Rental Agent shall receive a full month's rent upon securing a tenant, executing the lease and collecting a security deposit and the first month's rent for said Premises. A cancellation fee of \$300 will be due Chicora if said agreement is canceled by Owner prior to Chicora securing a tenant, executing the lease and collecting a security deposit.

(d) Owners will be responsible for complying with applicable state or local law concerning Owner's responsibility for security deposit and interest thereon, if any.

(e) Owner shall provide Agent with any information necessary to complete said lease.

(f) Owner shall provide Agent with a full set of keys to said Premises to include: entry doors, storage rooms, common areas (if any) security system, codes, passes and mailbox.

(g) Owner will pay Rental Agent a fifteen percent (15%) fee on general maintenance completed by contractors that the Rental Agent employ. As you know, the Rental Agent continually get estimates and compare vendor's (who are all bonded and insured) prices to insure the best rates for you.

(h) Owner shall not enter into any agreement wherein anyone other than Rental Agent is to receive a commission or anything of value for procuring a tenant for Premises during Term.

**4. CANCELLATION:**

In the event the Property is not rented and the Owner terminates this Agreement prior to a tenant being located, Owner shall pay Rental Agent a cancellation fee of three hundred dollars (\$300.00) to cover compensation of Rental Agent for efforts expended to ready the Property for rental, or locate a suitable tenant.

**5. PRIOR AGREEMENTS:**

This Agreement supersedes all prior Agreements, whether written or oral, which may have previously existed between the parties and embodies the full understanding and agreements of the parties.

This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, their respective heirs, executors, personal representatives, successors and assigns and shall be construed in accordance with the laws of South Carolina.

**6. MAJOR RENOVATIONS:**

In some cases where major renovations or replacements to the property are required and Rental Agent coordinates such work which require additional supervision time, Owner will pay a fee of five percent (5%) of the cost of work and/or materials. This includes items such as carpet, vinyl, wallpaper replacement, exterior painting, etc.

**7. NO REPRESENTATIONS / WARRANTIES AS TO ANY TENANT:**

The Parties agree that Rental Agent does not guarantee, warrant, or make any representations or warranties as to the suitability, or desirability of any tenant, or whether any tenant will faithfully comply with the lease terms, nor is Rental Agent's fee in any way contingent upon any tenant's compliances with the lease term.

In addition, Rental Agent shall not perform any safety checks (including whether any prospective tenant is a registered sex offender) as to any tenant and makes no representations as to whether any tenant poses any safety threat to any member of the public.

**OWNER:**

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**RENTAL AGENT:**

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**Additional Information:**

Owner's Home Address: \_\_\_\_\_

Owner's Telephone: \_\_\_\_\_ Email Address: \_\_\_\_\_

HOA Management Company: \_\_\_\_\_