



# AGENDA ITEM MEMORADUM

**Public Information Office**

**Steve d'Oliveira**

Department

Department Director

COMMISSION MEETING DATE (*) - 7:00 PM	Deadline to Town Clerk
<input type="checkbox"/> Feb 28, 2012	Feb 17
<input type="checkbox"/> Mar 13, 2012	Mar 2
<input type="checkbox"/> Mar 27, 2012	Mar 16
<input type="checkbox"/> April 10, 2012 *	Mar 30
<input checked="" type="checkbox"/> April 24, 2012	Apr 13

\*Subject to Change

- Presentation     Reports     Consent     Ordinance  
 Resolution     Quasi-Judicial     Old Business     New Business

**FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC**

**SUBJECT TITLE:** Realtor contract to market Town warehouse.

**EXPLANATION:** Welsh Realty and Property Management Inc., a Fort Lauderdale firm, was the sole respondent to the Town's latest RFP seeking a commercial Realtor to market the Town's warehouse in Fort Lauderdale for lease. In preparing the contract with them, we have clarified that their fee would be 2 percent of the gross lease amount for finding a tenant, but that figure increases to 4 percent if another broker took part in bringing in a new tenant.

The attached contact was reviewed by the Town Attorney's office.

**RECOMMENDATION:** Authorize the Town Manager to execute a Realtor contract with Welsh Realty.

**EXHIBITS:** Welsh Realty contract.

Reviewed by Town Attorney

- Yes     No

Town Manager Initials CLA

# Exclusive Right to Lease Agreement

FLORIDA ASSOCIATION OF REALTORS®



This Exclusive Right to Lease Agreement ("Agreement") is between

THE TOWN OF LAUDERDALE BY THE SEA

("Owner") and

NICHOLAS WELSH WELSH REALTY AND PROPERTY MANAGEMENT

("Broker")

**1. AUTHORITY TO LEASE PROPERTY:** Owner gives Broker the EXCLUSIVE RIGHT TO SECURE A TENANT for the real and personal property ("Property") described below beginning the 12 day of April, 2012, and ending at 11:59 p.m. the 11 day of April, 2013 ("Leasing Period"). If the Property becomes vacant during the Leasing Period, Owner and Broker remain obligated to perform under this Agreement until the Leasing Period expires. Owner certifies and represents that he/she is legally entitled to lease the Property.

## 2. DESCRIPTION OF PROPERTY:

(a) Real Property: Street address: 5421-5423 NORTHEAST 14TH AVE, FT LAUDERDALE, FL 33334

Legal Description: SEE ATTACHED

(b) Personal property, including appliances: N/A

(c) Occupancy: Property  is  is not currently occupied. If occupied, the lease term expires \_\_\_\_\_

## 3. RENTAL RATE AND TERMS:

(a) Rental Period and Rate:  Yearly \$ 82,500  Monthly \$ 7.50  Weekly \$ \_\_\_\_\_

Seasonally \$ \_\_\_\_\_ "Season" runs from \_\_\_\_\_ to \_\_\_\_\_

Specify any services or fees such as water, garbage, association dues, etc., that are included in rent: \_\_\_\_\_

(b) **Advanced Rents, Deposits and Fees:** Advanced rents and deposits will be held by  Owner  Broker in a Florida financial institution, if required by Florida Landlord and Tenant law, in a(n)

non-interest bearing account.

interest-bearing escrow account, tenant to receive 5% per year, simple interest. Any balance of interest will accrue to  Owner  Broker

interest-bearing escrow account, tenant to receive \_\_\_\_\_% (at least 75%) per year of the annualized average interest rate payable on the account. Any balance of interest will accrue to  Owner  Broker.

Advanced rent \$ \_\_\_\_\_ 1 MONTH  Security Deposit: \$ \_\_\_\_\_ 1 MONTH

Pet deposit  refundable  nonrefundable \$ \_\_\_\_\_

Credit Report Fee: \$ 250.00

Association Application Fee: \$ \_\_\_\_\_

Other: \_\_\_\_\_: \$ \_\_\_\_\_

Other: \_\_\_\_\_: \$ \_\_\_\_\_

(c) **Taxes:** Leases for a term of 6 months or less are subject to state tax on transient rentals and to local tax on tourist development and impact. The party who receives the rent is responsible for timely collecting and remitting said taxes.

(d) **Association Approval:** Application must be made (when) N/A

**4. BROKER OBLIGATIONS:** In consideration of Owner's agreement to enter into this Agreement, Broker agrees to use: diligent effort to lease the Property; furnish information to and assist cooperating brokers in negotiating leases; furnish information to and assist attorneys when needed to draft leases; negotiate leases and renewals of existing leases in accordance with the rent schedule and terms above; take reasonable precautions to prevent damage to the Property when the Property is being shown by Broker or any other broker or sales associate; and to perform the following activities authorized by Owner (check if applicable):

Display appropriate transaction signs, including a "For Rent" sign, on the Property.

Use Owner's name in connection with marketing or advertising the Property.

Use a lockbox system to access and show the Property.

Request a credit check on prospective tenants at Owner's expense. Broker makes no representations as to the truth or falsity of information provided by the prospective tenant or as to the financial integrity or fitness and character of the prospective tenant.

Execute leases on behalf of Owner (Owner must execute a Special Power of Attorney authorizing Broker to lease Property on Owner's behalf).

Compensate any subagents or cooperating brokers in the transaction, except when not in Owner's best interest.

Withhold offers to lease Property once Owner enters into a binding lease agreement.

Make a final inspection and inventory check of Property at conclusion of lease.

Complete lease forms as permitted by law.

Complete and sign the lead-based paint/hazards certification on Owner's behalf (for Property built before 1978).

Other \_\_\_\_\_

Owner \_\_\_\_\_ and Broker/Sales Associate NW \_\_\_\_\_ acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.



**(b) Time and Manner of Payment:**

- Broker will deduct its fee from rent collected by **Broker** after said rent becomes due and owing to **Owner**. If said rent is insufficient to cover **Broker's** fee, **Owner** will remit the balance within \_\_\_\_ calendar days after date on which rent becomes due.
- Owner** will pay **Broker's** fee within 10 calendar days after entering into a lease for the Property.
- Owner** will pay **Broker's** fee within \_\_\_\_ calendar days from the date on which each rent payment is due from tenant.
- Other (specify): \_\_\_\_\_

**(c) New Leases and Renewals:** If **Owner** enters into any new lease or renewal of the original lease with a tenant placed in the Property by or through **Broker**, **Owner** agrees to pay **Broker** as compensation in connection with the new lease(s) or renewal(s) the amount specified in Paragraph 6(a).

**(d) Protection Period:** **Owner** agrees to pay **Broker's** fee if, within 60 days after the end of the Leasing Period, **Owner** leases the Property to any prospects with whom **Broker** or any other broker communicated during the Leasing Period regarding leasing the Property. If requested, **Broker** must provide **Owner** with a list of said prospects, and entitlement to compensation under this subparagraph will be limited to the names on that list. The protection period ceases if **Owner** enters into a good faith exclusive right to lease contract with another broker after Leasing Period ends.

**7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** **Broker's** office policy is to cooperate with all other brokers except when not in **Owner's** best interest:  and to offer compensation in the amount of 2 % of the gross value of the lease or \$ \_\_\_\_\_ to tenant's agents, who represent the interest of the tenant, and not the interest of **Owner** in a transaction;  and to offer compensation in the amount of 2 % of the gross value of the lease or \$ 2 to a broker who has no brokerage relationship with the tenant or **Owner**;  and to offer compensation in the amount of \_\_\_\_\_ % of the gross value of the lease or \$ \_\_\_\_\_ to transaction brokers for the tenant;  None of the above (if this is checked, the Property cannot be placed in the MLS.)

**8. EARLY TERMINATION:** If **Owner** decides not to lease the Property and **Broker** deems **Owner's** reason acceptable, **Owner** may conditionally terminate this Agreement by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$500 p applicable sales tax. However, **Owner** agrees that if the Property is contracted for lease to a tenant during the time period from condition termination to the end of the Leasing and Protection Periods, **Broker** may void the early termination and **Owner** will be obligated to pay **Broker** the compensation set forth in paragraph 6(a), less the cancellation fee.

**9. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All disputes between **Broker** and **Owner** based on this Agreement or its breach will be mediated under the rules of the American Arbitration Association or other mediator agreed upon by the parties. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. The parties will equally divide the mediation fee, if any. In any litigation based on this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs at all levels, unless the parties agree that disputes will be settled by arbitration as follows:

**Arbitration:** By initialing in the space provided, **Owner** (\_\_\_\_) (\_\_\_\_), Listing Associate (\_\_\_\_) and Listing Broker (\_\_\_\_) agree that disputes not resolved by mediation will be settled by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the arbitration provision of this agreement or an arbitration award) will pay its own fees, costs and expenses, including attorneys' fees at all levels, and will equally split the arbitrators' fees and administrative fees of arbitration.

**10. BROKERAGE RELATIONSHIP:** **Owner** authorizes **Broker** to act as a (check which is applicable):

- single agent of **Owner**.
- transaction broker.
- single agent of **Owner** with consent to transition into a transaction broker.
- nonrepresentative of **Owner**.

**11. MISCELLANEOUS:** This Agreement is binding on **Broker's** and **Owner's** heirs, personal representatives, administrators, successors and assigns. This Agreement is the entire agreement between **Broker** and **Owner**. No prior or present agreements or representations shall be binding on **Broker** or **Owner** unless included in this Agreement. Signatures, initials, documents referenced in this Agreement, counterparts and modifications communicated electronically or on paper will be acceptable for all purposes and will be binding.

**12. ADDITIONAL CLAUSES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner** (\_\_\_\_) (\_\_\_\_) and **Broker/Sales Associate** (NW) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

Broker advises Owner to consult an appropriate professional for related legal, tax, property condition, environmental, foreign reporting requirements and other specialized advice.

Date: \_\_\_\_\_ Owner: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Date: \_\_\_\_\_ Owner: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Date: April 12, 2012 Authorized Associate or Broker: N. Welsh Nicholas WELSH

Home Telephone: 754-254-1290 Work Telephone: 954-759-4540 Facsimile: 954-759-4540

Address: 1594 E COMERCIAL BLVD, FT LAUDERDALE, FL, 33334

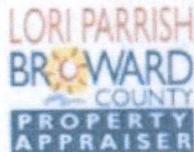
E-mail: BRITUSA@WELSHREALTYUSA.COM

Copy returned to Owner on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:  personal delivery  mail  E-mail  facsimile.

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Owner (\_\_\_\_) (\_\_\_\_) and Broker/Sales Associate (NW) (\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.



Site Address	5421 NE 14 AVENUE , FORT LAUDERDALE	ID #	4942 11 06 0240
Property Owner	TOWN OF LAUDERDALE BY THE SEA	Millage	0312
Mailing Address	4501 N OCEAN DR LAUDERDALE BY THE SEA FL 33308	Use	41
Abbreviated Legal Description	CORAL RIDGE ISLES 45-47 B LOT 1 S 70, LOT 2 N 100 & LOT 2 N 75 OF S 100 BLK 3 TOGETHER WITH THAT PART OF PLANTING STRIP LYING BET N/L OF S 70 OF LOT 1 EXT'D ELY & S/L OF N 75 OF S 100 OF LOT 2 & LYING E OF & ADJ TO NE 14 AVE		

The just values displayed below were set in compliance with **Sec. 193.011, Fla. Stat.**, and include a reduction for costs of sale and other adjustments required by **Sec. 193.011(8)**.

Property Assessment Values					
Click here to see 2011 Exemptions and Taxable Values to be reflected on Nov. 1, 2011 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2012	\$328,690	\$789,890	\$1,118,580	\$1,118,580	
2011	\$328,690	\$789,890	\$1,118,580	\$1,118,580	
2010	\$358,540	\$866,850	\$1,225,390	\$1,225,390	

**IMPORTANT:** The 2012 values currently shown are "roll over" values from 2011. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here AFTER June 1, 2012, to see the actual proposed 2012 assessments and portability values.

2012 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$1,118,580	\$1,118,580	\$1,118,580	\$1,118,580
Portability	0	0	0	0
Assessed/SOH	\$1,118,580	\$1,118,580	\$1,118,580	\$1,118,580
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$1,118,580	\$1,118,580	\$1,118,580	\$1,118,580
Taxable	0	0	0	0

Sales History				
Date	Type	Price	Book	Page
8/26/2003	WD	\$1,400,000	35903	159
4/27/2001	WD	\$975,000	31547	497
4/27/2001	QCD	\$100	31547	494
4/27/2001	QCD	\$100	31578	112

Land Calculations		
Price	Factor	Type
\$1.100	298.58	FF
\$0.10	2.470	SF
Adj. Bldg. S.F. (See Sketch)		22090

Special Assessments					
Fire	Garbage	Light	Drainage	Improvement	Safe
03					
X					
22090					