



EXCLUSIVE RIGHT TO RENT LISTING AGREEMENT

ML# _____

This is a legally binding contract, if not fully understood seek competent advice before signing.

This agreement is between _____, herein referred to as **Landlord/Owner** and
_____ Landlord(s)
_____ Licensed Real Estate Broker, herein referred to as **Listing Broker**.
_____ Listing Broker

Landlord hereby gives to the Listing Broker the sole and exclusive right to rent the property located at _____ (the "subject property") as described in the attached Rental Data Form, which, once reviewed will be signed by Landlord and become part of the agreement. A copy of the listing will be provided by the Listing Broker via fax, email or mail and the Landlord will advise the Listing Broker of any necessary changes. Landlord agrees to review and approve the accuracy of the listing as it appears on the MLS within _____ days. Information on the MLS is not guaranteed by the Listing Broker.

The listing shall commence on _____ and end on _____ at midnight.

The rental price of subject property shall be listed as \$ _____ / per month or a total of \$ _____.

Landlord agrees to pay to the Listing Broker a commission of _____% of the total rent amount for the term of the lease (the "brokerage fee") or \$ _____ (the "brokerage fee") if an offer is accepted by the Landlord during the term of this agreement or any extension thereof.

The brokerage fee shall be deemed earned pursuant to the terms of this agreement and shall be due and payable at the time that there is a meeting of the minds between the Landlord and the Tenant as to the essential terms of the rent or tenancy. The Landlord and Listing Broker further agree that if the subject property is rented, leased or contracted to be rented to anyone during the term, the Listing Broker shall be entitled to the brokerage fee.

It is understood that the Landlord is not to employ any other broker for the purpose of renting the subject property during the term of this agreement.

Landlord authorizes the Listing Broker to submit the rental information to the Multiple Listing Service of Ulster County, Inc.(MLS) within 48 hours of the start date of this agreement and to make an offer of cooperation to all participants in the MLS and to any other licensed broker with whom the Listing Broker deems is in the Landlord's interest.

Landlord agrees to allow the Listing Broker to compensate any UCBR MLS member Brokers who may participate in the rental of subject property. Landlord hereby authorizes the Listing Broker to offer the following compensation as a portion of the brokerage fee:

_____ Tenant's agent, _____ Broker's agent, _____ Landlord's agent, (sub-agent)

The Listing Broker may compensate any broker who is not a member of UCBR MLS at the Listing Broker's sole discretion.

Landlord also agrees if a rental of subject property is made within _____ days after the expiration date of this agreement to any individual to whom the property was shown by anyone during the term of this agreement, then said brokerage fee as indicated above will be paid to the Listing Broker. However, the Landlord shall not be obligated to pay such brokerage fee if the subject property is listed in writing with another licensed real estate broker during such _____ days unless the Listing Broker actually procured the tenant for the subject property..

Landlord agrees to pay a brokerage fee of _____% of the purchase price in the event the tenant purchases the property under an option contained in said lease.

Initial & Date **Listing Broker**

Initial & Date **Landlord**

During the term of this Agreement:

1. **Landlord** hereby authorizes the **Listing Broker** to make and use photographs and promotional material of the subject property in advertising as the **Listing Broker** may deem advisable, and these shall be the sole property of the **Listing Broker**.
2. **Landlord** grants to the **Listing Broker** the sole and exclusive right to affix and maintain the **Listing Broker's** "For Rent" sign on the subject property.
3. **Landlord** agrees to refer any and all inquiries concerning the subject property to the **Listing Broker**.
4. **Landlord** agrees that a MLS authorized lock box shall be installed Yes No
5. **Landlord** agrees a key given to **Listing Broker** for subject property is only to allow showing and marketing of the property. The Landlord agrees that by providing a key in no way makes **the Listing Broker** the caretaker or custodian of the property or responsible for the property in any way.

Landlord and **Listing Broker** agree that the subject property is listed in full compliance with local, state and federal Fair Housing Laws including but not limited to non-discrimination based on race, color, religion, sex, handicap, familial status or national origin.

Landlord elects that any application to rent subject property and all negotiations shall be submitted by the _____ **Broker**.
(Listing or Cooperating)

Landlord understands that any cooperating broker (Landlord agent, tenant-agent or broker agent) or his representative has the right to participate in the presentation to the Landlord of any offer he secures to rent. He does not have the right to be present at any discussion or evaluation of that offer by the Landlord and the listing broker. However, if the Landlord gives written instructions to the listing broker that the cooperating broker not be present when an offer that the cooperating broker has secured is presented, the cooperating broker has the right to a copy of the landlord's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Landlord hereby authorizes the Listing Broker to continue to submit all offers to Landlord until: (initial one)
_____ 1. **Landlord** has fully executed lease
_____ 2. **Landlord** has accepted a deposit with an application

Landlord hereby authorizes the **Listing Broker** to obtain a copy of the lease and any revisions from the **Landlord's** attorney.

The undersigned **Listing Broker** agrees to make diligent efforts to effect a rental of said property. **Landlord** authorizes the **Listing Broker** to use his/her discretion in determining the appropriate marketing approach.

Landlord understands and agrees that the **Listing Broker** has the right to rely on information submitted by the **Landlord** to the **Listing Broker** the tenant and others; and the **Listing Broker** is not responsible for accuracy of that information.

Landlord has the right to revoke the **Listing Broker's** authority to list the property at any time. **Landlord** agrees and understands the **Listing Broker** never-the-less shall retain its legal rights, including but not limited to recovery of its commission, advertising expenses, and/or damages incurred by early termination of the listing.

I/We understand the above explanations and all terms of this Agreement.

Landlord _____ **Listing Broker** _____

Landlord _____ Date signed by **Landlord** _____



This form is supplied to MLS participant members as a courtesy of the Multiple Listing Service of Ulster County, Inc. However, nothing herein shall be construed as making the Ulster County Board of REALTORS® or MLS, an agent of the seller, as they act solely as a distributor of this information.