

**EXCLUSIVE RIGHT TO LEASE OR RENT**

DATE: \_\_\_\_\_

1. In consideration of your agreement to list and use your efforts to secure a tenant for the property described herein, I hereby grant you exclusive right to lease the property described as: \_\_\_\_\_

This exclusive right to lease shall be for a term of \_\_\_\_\_ months from the date hereof and for the following price and terms, or upon any other price, or terms to which I may hereafter consent:

Price: \_\_\_\_\_

Terms and availability dates: \_\_\_\_\_

2. For finding a tenant for the described property, I do hereby agree:

- A. To pay a fee of \_\_\_\_\_ % of all gross rental income collected, said fee to be payed in the following manner \_\_\_\_\_
- B. To pay at closing a sales commission of \_\_\_\_\_ of the sales price in the event the property is sold To The Tenant during the terms of the lease or within \_\_\_\_\_ days thereafter.
- C. To pay the said fee whether the tenant is secured by you, or by any other person; or if it shall be leased within \_\_\_\_\_ days after the expiration of this agreement to any party with whom you or any other cooperating broker has had negotiations during the continuance of this agency and whose name has been disclosed to me.
- D. To refer to you all inquiries about this property whether they be from other brokers, salesmen, or any other persons or firms.
- E. SERVICE CONTRACTS: to authorize you to execute service contracts for utilities and service for the operation, maintenance and safety of the property, as you shall deem advisable and/or necessary. However you agree to obtain my prior authorization for any and each item in excess of \$ \_\_\_\_\_.

3. In consideration of the grant to you of this exclusive right to lease you agree:

- A. To carefully inspect my property and secure complete information regarding it.
- B. To advertise my property for lease as you deem advisable.
- C. To process and distribute the information regarding this listing agreement as you deem advisable to Realtors or other real estate Brokers, and to furnish at all times additional and proper information requested by any Realtor or other real estate broker, and to assist cooperating brokers in leasing my property when requested to do so.
- D. To promptly pay any cooperating broker who leases the property for his services as soon as possible after receipt by you of the fee provided for herein.
- E. To keep me informed as to the progress being made on leasing of the property.
- F. To collect all rents and make disbursements upon receipt of rental payments from the tenant, withholding therefrom only that amount which represents the fee due hereunder.

4. In the event you secure a tenant for the property I agree, unless otherwise agreed and specified in the lease to:

A. Deliver to the tenant a lease agreement which will provide for the payment of the lease amounts as set forth above and which will further provide for the tenant to pay any and all expenses relating to his occupancy of the leased premises with the exception of the following expenses, which I agree to pay:

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

B. Deliver occupancy of the leased premises on the date on which the lease is to commence.

- 5. In the event the property listed herein is a condominium apartment or cooperative apartment, then additional necessary documents shall be provided by me to the tenant as may be customary in the community, provided however, the tenant shall make prompt application with the condominium or cooperative association seeking to obtain said association's approval or said lease.
- 6. I agree to provide you access to the leased property for the purpose of inspection or presenting it to prospective tenants at reasonable hours.
- 7. As my agent, you are authorized to accept receipt for money deposited by the tenant and if such deposit shall be forfeited by the prospective tenant, you are entitled to one half of such deposit, but not exceeding the total amount of your fee, as your compensation.
- 8. I am listing this property for lease with your Agency on the express condition that it is offered for lease under the aforesaid terms without respect to the race, color or creed of anyone who may be interested and qualifies to lease same.
- 9. I understand that this agreement does not guarantee the lease of my property, but that it does guarantee that you will make an earnest and continued effort to lease same until this agreement is terminated.
- 10. This agreement may be terminated by either party upon 30 days notice in writing, except that should there be a lease in effect, the fee as set forth above shall be paid until the expiration of the lease.
- 11. I acknowledge that I have received a copy of this agreement and that to the best of my knowledge all signatures representing full ownership of the property appear below. It is hereby certified that I am the owner of the property described herein.

Accepted By: \_\_\_\_\_  
Realtor

\_\_\_\_\_  
Realtor/Associate

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone