

**LISTING CONTRACT FOR LEASE
OF RESIDENTIAL PROPERTY**

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The undersigned owner _____, its successors and assigns (hereinafter referred to as "Lessor") hereby engages _____ (hereinafter referred to as "Broker"), its successors and assigns, as Lessor's exclusive agent and grants to Broker the sole and exclusive right, irrevocably for a period of ____ months after the date hereof, to offer for rent or lease the following described property: _____ (hereinafter the "Property") for a term of _____ starting _____ (Listing Start Date) and expiring on _____ (Listing Expiration Date) and price of _____ (\$ _____) *per month*, or for such other period or at such other rental as may hereafter be acceptable to Lessor. The lease covering the Property shall be on the standard form currently used by Lessor in leasing of property of the above type.

Broker is authorized to place its "For Lease" (subject to Lessor's approval) signs on the Property, at its expense. Broker shall determine, in its discretion, the extent to which the Property shall be advertised for lease, at Broker's cost, and the Lessor shall pay for the cost of all other advertising desired by Lessor.

Lessor agrees to refer all prospects for the leasing to Broker and Broker shall conduct all negotiations for the leasing of the Property.

Broker designates and Lessor accepts Listing Agent named below (Lessor's Designated Agent) as the only legal Lessor Designated Agent of Lessor. Broker reserves the right to name additional designated agents when in Broker's discretion it is necessary. If additional designated agents are named, Lessor will be informed in writing within a reasonable time. Any additional agent so designated shall be included in the term Lessor's Designated Agent as used in this agreement. Lessor acknowledges that Lessor's Designated Agent may from time to time have another sales associate who is not an agent of the Lessor to provide support in the marketing of Lessor's Property.

Lessor understands and agrees that this agreement is a contract for Broker to market Lessor's property and that Lessor's Designated Agent is the only legal agent of Lessor and that neither Broker nor any other sales associates affiliated with Broker will be acting as legal agent of the Lessor. Lessor's Designated Agent will be primarily responsible for the direct marketing and leasing of the Lessor's Property.

Lessor hereby agrees that if any agent designated by Broker as Lessor's Designated Agent is acting as a Lessee's Designated Agent with any potential lessee of Lessor's Property, Lessor concurs for such agents to act as a dual agent in dealing with the potential lessee.

Lessor further acknowledges that the Broker's Designated Agent is an independent contractor of the Broker.

Broker agrees to make all reasonable efforts to find tenants for the Property. If a Lease of the Property or any part thereof is executed during the term of this contract Lessor agrees to pay Broker a commission as set forth in paragraphs A below.

A) A cash commission of _____ (_____%) percent of the scheduled first months lease value under the lease, to be paid in full upon execution of the lease and payment of rent received.

Lessor has notified Broker, that to his knowledge, the Property does does not contain asbestos and other hazardous or ultra hazardous materials including but not limited to the underground storage tanks, PCB Transformers, etc.

Broker Initials

Lessor Initials

49 Property Address: _____
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51 Lessor acknowledges that except for the price the Lessor will take, confidential information includes only information
52 designated in writing as being confidential or information the disclosure of which could materially harm the position of the
53 Lessor. Lessor also acknowledges that information about the physical condition of the Property cannot be considered
54 confidential. Lessor further acknowledges that Lessor's Designated Agent may disclose confidential information to the
55 Broker for the purpose of seeking advice or assistance.
56

57 Lessor agrees to indemnify Broker against all liability, loss and expense that Broker may incur as a result of any claim or
58 suit against Broker by any person, firm, corporation or other entity for personal injury or property damage sustained by
59 such person, firm, corporation or other entity while on or about the herein above described Property, due to the condition
60 of the Property or to Lessor's negligence.
61

62 Lessor agrees to hold Broker harmless from all claims, disputes, litigation, and judgments and all costs and reasonable
63 attorney's fees incurred by Broker in connection therewith, arising from any incorrect information supplied by Lessor, or
64 from any material fact known by Lessor concerning the Property which Lessor fails to disclose. Lessor represents that it
65 is the owner of the Property and that there are no other owners of the Property.
66

67 Lessor agrees to indemnify and hold harmless Broker from any claims, demands, expenses, losses, damages or injuries
68 (including death) to persons or the property that arise due to violations of fire protection/prevention laws or other similar
69 safety laws where such losses, damages or injuries are not caused by Broker's negligence or willful misconduct in acting
70 as Broker with respect to the Property.
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73 We do all business in accordance with fair housing rules and guidelines.
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75

76 **Owner(s) Signature:** _____ **Date:** _____
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78 **Owner(s) Printed Name:** _____
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81 **Owner/Lessor's Designated Agent(s)** _____
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84 _____ hereby agrees to and accepts the foregoing Listing Contract
85 this _____ (Listing Acceptance Date).
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87
88 **Broker:**
89 _____ **Date:** _____
90

91 Broker
92 _____ **Date:** _____
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Agent

