

## Exclusive Right / Exclusive Agency to Rent/Lease Listing Agreement

MLS # \_\_\_\_\_

**Grant of Exclusive Right to Rent/Lease.** In consideration of \_\_\_\_\_ Broker), offering for rent and/or lease the property located at \_\_\_\_\_ (the "Property"), the undersigned (the "Owner(s)") grants Broker the exclusive right to offer the Property for rent and/or lease according to the following terms:

- 1. Period of Agreement.** This Exclusive Right / Exclusive Agency to Rent/Lease Listing Agreement (the "Agreement") is effective commencing \_\_\_\_\_, 20\_\_\_\_ and shall expire at midnight on \_\_\_\_\_, 20\_\_\_\_.
- 2. Price and Authority.** The Property will be offered for rent/lease at a price of \$\_\_\_\_\_ per month or \$\_\_\_\_\_ per square foot and shall be rented/leased, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The undersigned Owner(s) represent that they are the sole and exclusive owners of the Property or that the undersigned Owner(s) have the full power and authority to bind and act on behalf of all owners of the Property and are fully authorized to enter into this Agreement.
- 3. Brokerage Fee.** If during the period of this Agreement or any extension thereof, a Rent/Lease Agreement is agreed upon by Owner with any third party:
  - a) The Owner shall pay the Broker a commission of \_\_\_\_\_ % of the total amount of rent/lease payment the agreed upon in the Rent/Lease Agreement. In the event that the Owner renews or extends the Rent/Lease Agreement with the tenant, the Owner shall pay the Broker a commission of \_\_\_\_\_ % of the total amount rent/lease payments agreed upon in the renewal or extension of the Rent/Lease Agreement .
  - b) The Owner shall pay the Broker a commission of \_\_\_\_\_ month's rent/lease payments as agreed upon in the Rent/Lease Agreement.
  - c) The Owner shall pay the Broker a commission of a flat fee of \$\_\_\_\_\_. The commission offered by Broker to Broker's Agents shall be \_\_\_\_\_. The commission offered to Renter/ Leaser Agents shall be\_\_\_\_\_.

If during the period of this Agreement or any extension thereof, a transfer, sale or exchange of the Property is made, effected or agreed upon by Owner(s) with any third party, the Broker shall earn and the Owner(s) shall pay a commission of \_\_\_\_\_% of the selling price (or equivalent fair market value of any other consideration given), which commission is earned upon the execution of any agreement by the Owner(s) for said transfer, sale or exchange, and shall be paid to the Broker in no event later than the date of closing.

The commission offered by Broker to Buyer(s) Agents shall be \_\_\_\_\_ of the gross selling price. In the event the Owner(s) authorize Broker to compensate a Buyer(s) Agent, Owner(s) acknowledge their understanding that such Buyer(s) Agent is not representing Owner(s) and that the Buyer(s) Agent will be representing only the interest of the prospective purchaser.

**4. Owner's Obligation After Expiration of Agreement.** Owner(s) agree to pay the commission referred to in Paragraph 3 if, within \_\_\_\_\_ months after the expiration date of this Agreement, the Property is rented, leased or purchased by any party who was shown the Property by a licensed agent during the term of this Agreement or any extension thereof. Owner(s) will not, however, be obligated to pay such commission if Owner(s) enter into a valid Exclusive Listing Agreement with another licensed real estate broker after the expiration of this Agreement.

**5. Who May Negotiate for Owner(s).** Owner(s) agree to direct all inquiries to Broker. Owner(s) elect to have all negotiated offers to purchase submitted through Broker.

**6. "For Rent/Lease" Sign & Marketing .** You agree that when and if a lease of the property is fully executed, you agree to pay a our commission of \_\_\_\_\_ months or the broker seeks to collect his/her own fee.

\_\_\_\_\_  
(Broker) (Date)

\_\_\_\_\_  
(Owner) (Date)

\_\_\_\_\_  
(Authorized Representative) (Date)

\_\_\_\_\_  
(Owner) (Date)

\_\_\_\_\_  
(Owner's Address) (Telephone Number)

**IMPORTANT: READ CAREFULLY**

By granting Broker signing this Exclusive Right / Exclusive Agency to Rent/Lease Listing Agreement you, the Owner(s) of the Property, agree to pay Broker a commission even if you find a tenant or buyer for the Property or if another broker finds a tenant or buyer. If another broker finds a tenant or buyer, you may owe a commission to this other broker, in addition to Broker.

\_\_\_\_\_  
(Owner) (Date)

\_\_\_\_\_  
(Owner) (Date)