

PROPERTY ADDRESS: _____ CITY, STATE _____

Description of Premises: _____

1. EXCLUSIVE RIGHT TO LEASE. In consideration for the services to be rendered by the undersigned PRINCIPAL BROKER, the undersigned Lessor hereby grants to PRINCIPAL BROKER the exclusive right to lease the property located at the address set forth above and more particularly described on the RMLSTM Listing Data Input Form hereto attached (the "Property").

2. TERM. This Agreement is effective when signed, and shall terminate at 11:59 p.m. on _____, _____. Date marketing to begin, including input into RMLSTM, is _____. LESSOR further allows PRINCIPAL BROKER a reasonable time after termination of this Agreement to execute any lease then being negotiated. No extension or renewal of this Agreement shall be effective unless it is in writing signed by LESSOR and PRINCIPAL BROKER.

3. BROKERAGE FEE. LESSOR shall pay a brokerage fee as set forth in Section 4 below pursuant to the following:

Leasing Commission: (Check one box)

- ☐ LESSOR shall pay a leasing commission as set forth in Section 4 below in an amount equal to _____ % of the aggregate base rental for the Property for the proposed term of the lease, excluding extensions or \$ _____. LESSOR hereby irrevocably assigns to PRINCIPAL BROKER the proceeds of such transaction to the extent of PRINCIPAL BROKER'S fee and irrevocably instructs the escrow agent, if any, to pay PRINCIPAL BROKER'S fee at lease execution out of such proceeds; or
- ☐ See attached schedule.

Brokerage Fee: (Check one box)

- ☐ If a sale of the property takes place during the term of this Agreement, the Seller (LESSOR) agrees to pay a brokerage fee in an amount equal to _____ % of the selling price of the Property or \$ _____; or
- ☐ See attached.

2. The compensation set forth herein is not set by law and is fully negotiable.

3.4. RIGHT TO COMPENSATION. In consideration for the services herein described, LESSOR shall pay PRINCIPAL BROKER the leasing commission fee set forth in Section ~~3.4~~ below above if LESSOR leases or agrees to lease the Property during the term of this Agreement or any extension or renewal hereof, or if PRINCIPAL BROKER or any cooperating broker, including, but not limited to, a buyer's broker:

- (a) finds a reasonably satisfactory lessee ready and willing to lease the Property for the rent and on the terms set forth in the attached RMLSTM Listing Data Input Form or such other rent and terms as LESSOR may accept; or
- (b) places LESSOR in contact with a person to whom LESSOR leases the Property during the term of this Agreement or within _____ (_____) days after termination of this Agreement.

IF LESSOR ELECTS TO CANCEL THE AUTHORITY HEREBY GIVEN OR TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OF ITS TERM, LESSOR WILL BE OBLIGATED TO PAY THE FULL COMPENSATION SET FORTH IN SECTION 3 ABOVE TO BROKER'S FIRM. Section ~~4.3~~ 4.3

(b) above shall not apply if, following the termination of this Agreement, LESSOR lists the Property for lease with another duly licensed real estate broker and if the application of such section(s) would result in LESSOR'S liability for more than one leasing commission. The term "lease" shall include any exchange, trade, or lease option to which LESSOR consents. In the event of an exchange, trade, or lease option, PRINCIPAL BROKER is permitted to represent and receive compensation from both parties. ~~LESSOR hereby agrees to pay PRINCIPAL BROKER the compensation set forth in the following sentence in consideration of PRINCIPAL BROKER's agreement to permit~~

PROPERTY ADDRESS: _____ CITY, STATE _____

~~LESSOR to terminate this Agreement before its expiration. If LESSOR terminates this Agreement before its expiration or any extension hereof, and if no additional compensation is owed as provided in Section 3 (a) or (b) above, LESSOR shall pay the following percentage of the commission that would be due from a lease of the Property for the first _____ years of a tenancy at the asking base rental rate: (i) if terminated within _____ (____) days after the date of this Agreement (forty five [45] if left blank), _____ percent (25% if left blank); or (ii) if terminated more than _____ (____) days after the date of this Agreement (forty five [45] if left blank), _____ percent (50% if left blank). LESSOR shall pay the compensation set forth in the preceding sentence to PRINCIPAL BROKER contemporaneously with LESSOR's termination of this Agreement, but such payment shall not relieve LESSOR from the obligation to pay the balance of the compensation provided for in Section 3 (a) or (b) above should any event described in such subsections occur.~~

4.5. SERVICES; AUTHORITY. PRINCIPAL BROKER will market the Property, and in connection therewith, LESSOR hereby authorizes PRINCIPAL BROKER to do the following:

- (a) if authorized in Section 1~~3~~², place a "for lease" or "available" sign on the Property and to remove all other similar signs;
- (b) turn on, or leave on, all utilities serving the Property and authorize utility providers to do so in order to show the Property, all at LESSOR'S expense;
- (c) obtain and disclose any information pertaining to any present encumbrance on the Property;
- (d) if authorized pursuant to Section 1~~1~~⁰ below, obtain a key to the Property and place such key in a lock box on the exterior of the Property, with recognition that LESSOR bears any risk of loss or damage associated with the use of such lock box (LESSOR should consult LESSOR'S insurance policy to determine coverage);
- (e) have access to Property for purposes of showing it to prospective lessees at any reasonable hour;
- (f) place information regarding this listing and the Property in the RMLS™ Multiple Listing Service;
- (g) accept deposits on LESSOR'S behalf. ~~PRINCIPAL BROKER is authorized to cooperate with other brokers and to divide with such other brokers any commissions or compensation payable under the Agreement;~~ and
- (h) communicate with LESSOR by telephone, facsimile, e-mail, and/or other electronic means even after the term of this Listing.

LESSOR hereby authorizes RMLS™ to use, relicense, repurpose, display and otherwise deal with photos and data regarding the Property, without compensation to the LESSOR. Such authority shall survive expiration or termination of this Agreement, and includes the authorization to publish information about the lease after listing is leased.

5.6. LESSOR'S REPRESENTATION AND WARRANTIES. LESSOR hereby represents and warrants to PRINCIPAL BROKER:

- (a) that the undersigned LESSOR has full authority to enter into this Agreement;
- (b) that LESSOR will disclose to PRINCIPAL BROKER and to prospective LESSEES any and all known information regarding zoning, environmental matters and condition of the listed property, and PRINCIPAL BROKER has not made any statement, representation, warranty, investigation, test or other inquiry into the accuracy or adequacy of LESSOR'S disclosures;
- (c) the information on the attached Listing Data Input Form is correct and complete; and
- (d) as of the date(s) of the lease of the Property, all aspects of the Property will be in substantially their present condition and free of material defects.

6.7. INDEMNITY. LESSOR shall defend, indemnify and hold harmless PRINCIPAL BROKER, its licensees and any cooperating broker and its licensees from any liability, claims, damages, causes of action or suits arising out of, or relating to any breach of the representations and warranties set forth herein or in any agreement for the sale of the Property, and from the failure to disclose any material information to PRINCIPAL BROKER relating to the Property.

7.8. ATTORNEY'S FEES. If PRINCIPAL BROKER ~~or any cooperating broker~~ refers this Agreement to an attorney for collection of the compensation due hereunder, LESSOR shall pay the costs and reasonable

Sellers' Initials _____

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93 attorney's fees of PRINCIPAL BROKER or any cooperating broker regardless of whether mediation is
94 conducted or arbitration or litigation is filed. If mediation is conducted or if arbitration or litigation is filed in
95 connection with any dispute relating to this Agreement, the prevailing party shall be entitled to its attorney's
96 fees and costs in connection with such mediation, arbitration or litigation and in any appeal there from and
97 enforcement thereof.

98 **8.9. COMPLIANCE WITH LAW.** LESSOR shall comply with all laws relating to the Property and the lease
99 thereof, including without limitation, the obligation to offer the Property for lease to any person without regard to
100 age, race, color, religion, sex, gender, handicap, disability, marital status, familial status, sexual orientation, gender
101 identity, legal source of income, domestic violence victim or national origin.

102 **9.10. DISPUTE RESOLUTION.** LESSOR and PRINCIPAL BROKER,
103 including the licensees of each, if any, agree that all claims, controversies or disputes, including those for rescission
104 (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this Agreement, shall be resolved
105 in accordance with the procedures set forth herein which shall expressly survive lease execution. Provided, however,
106 the following matters shall not constitute Claims:

- 107 (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract, or recorded
108 construction lien;
- 109 (b) a forcible entry and detainer action;
- 110 (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration provisions of
111 the National Association of REALTORS®. The filing of a notice of pending action ("lis pendens") or the
112 application to any court for the issuance of any provisional process or similar remedy described in the Federal
113 Rules of Civil Procedure, or the rules of the state in which the property is located, shall not constitute a waiver
114 of the right or duty to use the procedures specified below.

115 Notwithstanding the following provisions, LESSOR, PRINCIPAL BROKER and the licensees, if any, mutually
116 agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of
117 mediation, arbitration or litigation in any other court of law.

118 If LESSOR was represented in this transaction by a licensee who was then a member of the National Association of
119 REALTORS®, all claims shall be submitted to mediation in accordance with the procedures of the Home
120 Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® or other organization-
121 adopted mediation program (collectively the "System"). Provided, however, if the System is not then available
122 through the licensees' Association of REALTORS®, then the LESSOR, PRINCIPAL BROKER and/or licensees
123 shall not be required to engage in mediation.

124 All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding private
125 arbitration in accordance with laws of the state in which the property is located. Filing for arbitration shall be treated
126 the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a *lis*
127 *pendens*. LESSOR, PRINCIPAL BROKER and/or their licensees may use any professional arbitration company
128 which provides such service to the county where the Property is located, as selected by the party first filing for
129 arbitration. Provided, however, if no arbitration company has available services when the Claim arose, neither
130 LESSOR, PRINCIPAL BROKER, nor their respective licensees, if any, shall be required to participate in arbitration.

131 BY CONSENTING TO THIS PROVISION YOU ARE AGREEING THAT DISPUTES ARISING UNDER THIS
132 AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND
133 YOU ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT
134 TO APPEAL AN ARBITRATION DECISION MAY BE LIMITED BY THE LAW OF THE STATE IN WHICH
135 THE PROPERTY IS LOCATED.

Sellers' Initials _____

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136 ~~10.11.~~ _____ LOCK BOX. LESSOR ☐ does ☐ does not (check one) authorize
137 PRINCIPAL BROKER to place a lock box on the Property.

138 ~~11.12.~~ _____ INTERNET. LESSOR ☐ does ☐ does not (check one) authorize
139 PRINCIPAL BROKER to advertise the property on the Internet.

140 ~~12.13.~~ _____ "FOR LEASE" OR "AVAILABLE" SIGN. LESSOR ☐ does ☐ does not
141 (check one) authorize PRINCIPAL BROKER to place a sign on the property.

142 ~~13.14.~~ _____ MODIFICATION. No provision of this Agreement, including, without
143 limitation, the amount of the leasing commission set forth in Section 14, may be modified except in writing signed
144 by LESSOR and by PRINCIPAL BROKER.

145 ~~LEASING COMMISSION. (Check one box) ☐ LESSOR shall pay a leasing commission as set forth in Section 3~~
146 ~~above in an amount equal to _____% of the aggregate base rental for the Property for the proposed~~
147 ~~term of the lease, excluding extensions or \$ _____. LESSOR hereby irrevocably assigns to~~
148 ~~PRINCIPAL BROKER the proceeds of such transaction to the extent of PRINCIPAL BROKER'S fee and~~
149 ~~irrevocably instructs the escrow agent, if any, to pay PRINCIPAL BROKER'S fee at lease execution out of such~~
150 ~~proceeds, or ☐ see attached schedule.~~

151 ~~14. _____ SALE OF THE PROPERTY. (Check one box) ☐ If a sale of the property~~
152 ~~takes place during the term of this Agreement, the Seller (LESSOR) agrees to pay a sales commission in an~~
153 ~~amount equal to _____% of the selling price of the Property, or ☐ see attached.~~

BROKER (printed) _____

BROKER Signature _____

Date of BROKER'S Signature _____

Phone _____

Email _____

BROKER'S License # _____

PRINCIPAL BROKER (printed) _____

PRINCIPAL BROKER Signature _____

Date of PRINCIPAL BROKER'S Signature _____

BROKER's FIRM (printed) _____

BROKER's FIRM's Assumed Name _____

(If applicable)

Address _____

Address _____

City _____ State _____ Zip _____

Sellers' Initials _____

PROPERTY ADDRESS: _____ CITY, STATE _____

Phone _____

Email _____

BROKERAGE License # _____

LESSOR(S):

LESSOR (printed) _____

LESSOR Signature _____

Date of LESSOR'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Email _____

LESSOR (printed) _____

LESSOR Signature _____

Date of LESSOR'S Signature _____

Address _____

Address _____

City _____ State _____ Zip _____

Phone (w) _____

Phone (h) _____

Sellers' Initials _____

PROPERTY ADDRESS: _____ CITY, STATE _____

Email _____

If legal representative or attorney-in-fact state capacity and name of real party in interest

Name _____

Capacity _____

On Behalf of _____

Sellers' Initials