

# EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT

Residential



**In consideration of the agreement of the Broker and Owner as set forth herein concerning:**

Property Address: \_\_\_\_\_

Parcel Number(s): \_\_\_\_\_ County: \_\_\_\_\_

Owner and Broker agree to the following:

### Listing Period

1. Owner hereby grants to the Broker the exclusive right to **lease** the Property commencing List Date \_\_\_\_-\_\_\_\_-\_\_\_\_ through Expiration Date \_\_\_\_-\_\_\_\_-\_\_\_\_. Owner offers the property at a rent of \$ \_\_\_\_\_ with the following lease term(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Brokerage Fee

2. A. Owner hereby agrees to pay the Broker a fee of \_\_\_\_\_ if the Property is leased at a rent and terms suitable to the owner.  
  
B. Owner authorizes the Broker to compensate other Brokers as subagent, buyer-broker or tenant-broker from the fee paid (\_\_\_\_\_) Yes (\_\_\_\_\_) No. Compensation to be \_\_\_\_\_.  
Initials Initials

### Owner's Cooperation

3. Owner hereby authorizes Broker to place a marketing sign on said property and remove all other "For Sale" and/or "For Lease/Rent" signs. Brokerage and all Brokerages and salespersons authorized by Brokerage shall have access to the property at all reasonable times for the purpose of showing it.

### Advertising

4. Owner authorizes and directs Brokerage to advertise the listing, to list the property in the Columbus and Central Ohio Regional Multiple Listing Service (MLS) subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide rental information including rental amount to the MLS upon rental of the property. Brokerage is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the rental of the Real Estate. Owner gives consent to other Brokerages to include information regarding the Real Estate in their advertising according to State of Ohio regulations and MLS rules through Internet web sites. The history of listings via the MLS currently in use is available to others. Neither the MLS nor the Brokerage has responsibility or liability for the dissemination of such information. Owner warrants this Listing Contract, to the best of Owner's knowledge, to be correct and accurate.

### Disclosure & Owner's Covenants

5. Owner specifically acknowledges and understands that if, to the best of Owner's knowledge, Owner knows of facts, environmental or other, materially affecting the value, livability or desirability of the property, whether said facts, environmental or other, are readily observable or not, then Owner is under a duty to disclose said facts, environmental or other to the Tenant and Broker. If Owner knows of said facts, Owner shall set them forth by written document attached to this Listing Contract. Owner has fully reviewed this Listing Contract and the document(s) attached, (if any) affecting the property, and Owner warrants to the best of his/her knowledge the accuracy of said information. Owner agrees to indemnify and hold harmless Broker and those relying thereon from any and all loss, damages, suits, and other claims including attorney fees and cost of defense resulting from the inaccuracy of said information and from Owner's failure to disclose any facts, environmental or other, materially affecting the value or desirability of the property.

**Use of Lockbox**

- 6. (Check one) Owner ( \_\_\_\_\_ authorizes) ( \_\_\_\_\_ does NOT authorize) utilization of a lockbox system. In this regard, Owner has been informed that through the use of a lockbox system the property may be more readily shown to prospective Tenants, but personal property of Owner may, therefore, be susceptible to theft or damage. Owner agrees that the lockbox, if utilized, will be for the benefit of the Owner and releases Brokerage and those working by or through Brokerage, and Brokerage(s) local Board(s) Association(s) of Realtors from all liability and responsibility in connection with any loss that may occur. Brokerage advises and requests Owner to safeguard or remove any valuables now located on the property and verify the existence of, or obtain, proper personal property insurance. Should a tenant be in the property, Owner should notify the tenant in writing of the use of a lockbox.

**Owner's Acknowledgements**

- 7. A. **It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.**

**It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.**

- B. Owner acknowledges that there are no other listing contracts for lease or sale of the property.
- C. Owner acknowledges receipt of Broker's written "Consumer Guide to Agency Relationships"

**Binding Contract**

- 8. This is a legal and binding contract on all parties hereto including their heirs, legal representative, successors, and assigns. No amendment or alterations in the terms hereof shall be valid or binding unless made in writing and signed by the parties hereto.
- 9. Further conditions

\_\_\_\_\_

\_\_\_\_\_

**Signature(s)/Remarks**

- 10. Only original manual signatures or facsimile signatures (which includes faxes, PDF, and scanned documents sent by e-mail) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manually signed documents shall be valid for lease or other documents to be delivered at lease signing. This paragraph cannot be waived except by a manually signed agreement of the parties.

Remarks \_\_\_\_\_

\_\_\_\_\_

Signed this Date \_\_\_\_\_ 20 \_\_\_\_\_

Accepted \_\_\_\_\_ Broker

By \_\_\_\_\_ Salesperson

Signature \_\_\_\_\_  
of  
Owner(s) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Mobile Phone \_\_\_\_\_

Email \_\_\_\_\_