

**Exclusive Right to Lease Listing Contract**

A product of the

CINCINNATI AREA BOARD OF REALTORS®Approved by Board Legal Counsel, except for underlined items,
for exclusive use by REALTORS®.This is a legally binding contract. If not understood, seek
legal advice. For real estate advice, consult your REALTOR®.

NAME OF LISTING REALTOR® FIRM

CITY

STATE

DATE

1. APPOINTMENT OF REALTOR®: The undersigned owner(s) ("Owner"), being desirous of leasing the following-described real estate ("Real Estate"):

Address

City

State

County

Zip

hereby employs the undersigned REALTOR® Firm ("REALTOR®") as Owner's exclusive agent and grants to it the exclusive right, without reservation, until midnight of the _____ day of _____, _____ ("Expiration Date") to lease the Real Estate pursuant to the terms of this Exclusive Right to Lease Listing Contract ("Contract"). Owner agrees to delegate to REALTOR® the authority to appoint other licensees within the brokerage to represent Owner's interest. If an appointment is made, Owner will be notified at the time of the appointment. Owner has the right to veto the appointment of any other licensee.

2. REALTOR® ACCEPTANCE: REALTOR® accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to procure a Tenant for Real Estate at the following terms:

(a) **Rent, payable monthly in advance, shall be:** \$ _____, or as otherwise negotiated and accepted by Owner.

(b) **The term of lease shall be for** _____ (years), _____ (months). **Available for lease beginning** ☐ **immediately or**
☐ _____, _____.

(c) **Rent shall include (check items that apply):**

☐ Gas ☐ Electric ☐ Water ☐ Sewer ☐ Trash Pick Up ☐ HOA ☐ Other _____.

(d) **Tenant shall pay Owner a security deposit in the amount of** ☐ \$ _____ **or** ☐ _____ **month's rent.**

(e) **Other terms:** _____

_____.

3. REALTOR'S® FEE: In consideration of REALTOR'S® effort and service to procure a Tenant for the Real Estate, Owner agrees to pay REALTOR® a commission ("Commission") of ☐ _____ % of the gross aggregate rent for which the Real Estate may be leased or ☐ _____.

regardless of agency relationships. The Commission shall be payable when a binding lease has been executed to lease the Real Estate pursuant to the terms of this Exclusive Right to Lease Listing Contract ("Contract"). Should any renewal or expansion occur, the Owner agrees to pay REALTOR® a Commission of ☐ _____ % of the gross aggregate rent under said renewal or expansion, payable at the commencement of each new term or ☐ _____.

If the Tenant purchases the Real Estate, or any part thereof, during the term of the lease, including renewals, Owner agrees to pay REALTOR® a Commission of _____ % of the price for which the Real Estate, or any part thereof, is sold. Any paid lease commissions for tenancy after the title closing date will be credited against commissions due for the purchase of the Real Estate.

4. PROTECTION PERIOD: Owner agrees to pay REALTOR® the Commission, as structured in Section 3, if the Owner, acting as Owner's own agent, within _____ days after the Expiration Date, executes a binding lease to lease the Real Estate to any Tenant, whether individually or in combination with others, with whom Owner negotiated during the term hereof, or to any Tenant, whether individually or in combination with others, who was shown the Real Estate by REALTOR® or any person during the term hereof. This clause shall be null and void if the Real Estate has been listed exclusively with another broker by written agreement.

5. COOPERATION WITH OTHER BROKERS: The REALTOR® may cooperate with other brokers and their agents to procure a Tenant and, accordingly, the REALTOR® is authorized to offer compensation to cooperating brokers. REALTOR® is authorized to pay _____ to any cooperating broker that has participated in the lease of the Real Estate, regardless of agency relationships, whether such broker is ☐ a subagent of the Owner, ☐ an exclusive agent for the Tenant, or ☐ a dual agent.

6. AGENCY: Owner acknowledges receipt of the *Consumer Guide to Agency Relationships* and understands the effect of each type of agency relationship on the lease of Owner's Real Estate. Owner agrees to execute an Agency Disclosure Statement as required by state law or regulation.

7. MLS AUTHORITY: REALTOR®/Broker is authorized to file said listing and place information about the real estate in the Multiple Listing Service of Greater Cincinnati, or any other multiple listing service to which REALTOR®/Broker is a member, in accordance with MLS Regulations. The REALTOR®/Broker and MLS may disclose information pertaining to said Real Estate to MLS Participants authorized to receive MLS information. REALTOR®/Broker is further authorized to place information about the real estate in any listing services, informational services and other media of REALTOR®'s choosing to advertise and promote the sale of the Real Estate. REALTOR® is authorized to disclose in any MLS said information with the following provisions: 1) Publish Listings to Internet ☐ yes ☐ no; 2) Show Address on Internet (☐ yes ☐ no); 3) Allow Internet AVM [Automated Valuation Model] (☐ yes ☐ no); 4) Allow Internet Blogging (☐ yes ☐ no); 5) Subject to Short Sale/third-party approval (☐ yes ☐ no). If yes, Seller agrees to execute the Short Sale Listing Addendum.

Owner's initials _____

Date/Time: _____

8. SIGNS: REALTOR® is authorized to place its sign(s) on the Real Estate and to promote its lease, except where prohibited by law. Owner acknowledges and agrees that no signs, advertising or other promotions containing the language "for lease by owner", or other such similar language, will be used to advertise the Real Estate, pursuant to Ohio Revised Code 4735.16(B)(2).

9. OWNER'S COOPERATION: Owner agrees to cooperate with REALTOR® by making the Real Estate available for showing to prospective tenants, and other authorized parties as necessary at reasonable hours. Owner shall disclose to cooperating brokers the existence of this Contract upon their direct contact with Owner.

10. OBLIGATIONS OF OWNER: Owner agrees that Owner shall be solely responsible for the following: a) confirming with lender the ability to lease the real estate pursuant to the terms of the mortgage, b) confirming with insurance carrier the ability to lease the REAL ESTATE pursuant to the terms of the insurance policy, c) review of applicant qualifications, d) selecting tenant, e) providing lease document, f) collecting deposits and other monies from tenant or potential tenant and g) complying with all local, state and federal regulations pursuant to leasing residential real estate.

11. LEAD-BASED PAINT CERTIFICATION: Owner agrees to complete a federal-mandated lead based paint disclosure form if home was built prior to 1978, unless the lease term does not exceed 100 days and cannot be renewed.

12. KEY AUTHORIZATION: Owner authorizes REALTOR® to conduct or allow authorized brokers/agents to conduct key-entry showings of the Real Estate. Owner also authorizes REALTOR® to place a lockbox on the Real Estate for the purpose of conducting or allowing authorized brokers/agents to conduct key-entry showings of the Real Estate. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the listing broker, its agents, salespersons and employees from any loss, claim or damage resulting therefrom.

13. ADDITIONAL TERMS AND CONDITIONS: ☐ See attached Addenda, which are incorporated into this Contract:

14. DISCLOSED DUAL AGENCY: REALTOR® may act as a dual agent by representing both the Owner and the Tenant in this transaction only if both parties consent after having been informed of the dual agency relationship. REALTOR® shall not permit another agent affiliated with REALTOR® to represent another party in a transaction involving the Real Estate (whether as the exclusive agent for that party, a subagent, or dual agent) without obtaining the written consent of both parties to the transaction. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party. In the event a dual agency relationship arises, Tenant and Owner will be provided with a dual agency disclosure form setting forth the agent's duties and the Owner's and Tenant's options if they choose not to consent to the dual agency relationship.

15. FEDERAL, STATE AND LOCAL LAWS: The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Contract, including, but not limited to, the 1964 Civil Rights Act, as amended, and Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, and the Ohio Fair Housing Law, as amended.

16. CIVIL RIGHTS: 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, as amended, 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.

17. REPRESENTATIONS OF AUTHORITY: Owner represents that Owner has the legal right to lease or sell the Real Estate that the Real Estate is not currently in foreclosure and that all mortgage and real property tax payments are current, and that the individual signing below on behalf of Owner has the authority and capacity to enter into this Contract on behalf of Owner. REALTOR® represents that it is a licensed real estate broker in the State of Ohio, that its real estate broker's license is currently in good standing, and that said license will be in good standing on the date(s) payments become due from Owner to REALTOR® under this Contract. The person signing below on behalf of REALTOR® represents that the signer has the authority to enter into this Contract on behalf of REALTOR®.

Owner's initials _____

Date/Time: _____

18. INDEMNITY BY OWNER: Owner recognizes that the REALTOR® is relying on all information provided herein or supplied by Owner or Owner's sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTOR®, its employees, salespersons and cooperating brokers from any claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees and expenses) arising out of any misrepresentation made herein by Owner or concealment of facts by Owner or Owner's sources. Owner agrees to indemnify and hold harmless the REALTOR®, its employees, salespersons and cooperating brokers from all claims, demands, damages, lawsuits, liabilities, costs and expenses (including reasonable attorney's fees and expenses) arising out of actions or non-actions of a lessee including, but not limited to, failure to pay rent or cause damage to the real estate.

19. DISCLOSURE: REALTOR® is authorized to disclose non-confidential information pertaining to the Real Estate to all parties involved with its marketing and/or lease.

20. SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS: In Ohio, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the sheriff's office applicable to the Real Estate.

21. SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Any amendments to this Contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original Contract. Owner acknowledges that Owner has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of Owner's knowledge. Owner ☐ is ☐ is not prohibited from entering into an exclusive right to sell agreement with any other broker during the pendency of this Contract. Nothing contained herein obligates or authorizes the REALTOR® to collect deposits or rents or to provide property management services. This Contract shall be binding upon the parties, their heirs, administrators, executors, successors and assigns. This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. A facsimile or PDF signature shall constitute an original.

22. AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES: An Affiliated Business Arrangement Disclosure ☐ has ☐ has not been executed in conjunction with this Contract.

23. SIGNATURES:

REALTOR®:

Accepted _____
(Date/Time)

For: _____
(Listing REALTOR® Firm)

By: _____
(Listing Agent)

OWNER:

Accepted _____
(Date/Time)

Owner: _____

Owner: _____