

### Exclusive Right to Lease Listing Contract

A product of the

DAYTON AREA BOARD OF REALTORS®

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This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your REALTOR®.



NAME OF LISTING BROKER FIRM CITY STATE DATE

1. TERM: 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 Broker ("BROKER") 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").

2. BROKER ACCEPTANCE: BROKER 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 BROKER a commission ("Commission") of 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").

4. PROTECTION PERIOD: Owner agrees to pay BROKER 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 and/or executes a binding agreement to sell with any Buyer, 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 BROKER or any person and/or entity during the term hereof.

5. COOPERATION WITH OTHER BROKERS: The BROKER may cooperate with other brokers and their agents to procure a Tenant and, accordingly, the BROKER is authorized to offer compensation to cooperating brokers. BROKER is authorized to pay to any cooperating broker that has participated in the lease of the Real Estate

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: BROKER is authorized to file said listing and place information about the Real Estate in the Multiple Listing Service of Dayton or any other multiple listing service to which BROKER is a member, in accordance with MLS Regulations. The BROKER and MLS may disclose information pertaining to said Real Estate to MLS Participants authorized to receive MLS information. BROKER is further authorized to place information about the Real Estate in any listing services, informational services and other media of BROKER's choosing to advertise and promote the sale of the Real Estate. BROKER 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.

8. SIGNS AND ADVERTISING: BROKER is authorized to place its sign(s) on the Real Estate and to promote and advertise its lease using any informational service, medium, and/or method, except where prohibited by law or otherwise restricted by a homeowners and/or condominium association to which the Real Estate is subject. 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).

Owner's initials Date/Time:

**9. OWNER'S COOPERATION:** Owner agrees to cooperate with BROKER 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, directly or via Owner's legal counsel and/or property manager, for the following: a) confirming with Owner's lender the ability to lease the Real Estate pursuant to the terms of the mortgage, if any, b) confirming with Owner's insurance carrier the ability to lease the Real Estate pursuant to the terms of the insurance policy, c) confirming with the homeowners and/or condominium association, if any, the ability to lease the Real Estate pursuant to the rules, Bylaws, and/or Covenants, Conditions and Restrictions of the association, d) review of applicant qualifications, e) selecting tenant, f) providing lease document, g) collecting deposits and other monies from tenant or potential tenant and h) complying with all local, state and federal laws and/or regulations pursuant to leasing residential real estate, i) complying with municipal pre-sale/pre-rental inspections, if any.

**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. If disclosure is required to be provided, Owner shall also (a) provide to Tenant a federally approved lead hazard information pamphlet; (b) disclose to BROKER and to Tenant the presence of any known lead-based paint and/or lead-based paint hazards on the Real Estate; and (c) to provide to BROKER and to Tenant any additional information, records or reports in Owner's possession or available to Owner pertaining to lead-based paint and/or lead-based paint hazards in the Real Estate. Owner agrees to comply with these and all other requirements under the law and to indemnify, defend, and hold BROKER harmless against any claims, damages, losses or expenses, including attorney's fees, arising from Owner's violation of these requirements or under the law.

**12. KEY AUTHORIZATION:** Owner authorizes BROKER to conduct or allow authorized brokers/agents to conduct key (or keypad) -entry showings of the Real Estate. Owner also authorizes BROKER 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. If the Real Estate is accessed via coded keypad, Owner authorizes BROKER to provide the keypad code to authorized brokers/agents to conduct 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/keypad 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:** BROKER 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. BROKER shall not permit another agent affiliated with BROKER 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(s) signing below are all of the Owner(s), together with their spouse(s), or that the signatory(ies) below has/have full authority and capacity to enter into this Contract on behalf of Owner. BROKER 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 BROKER under this Contract. The person signing below on behalf of BROKER represents that the signer has the authority to enter into this Contract on behalf of BROKER.

**18. INDEMNITY BY OWNER:** Owner recognizes that the BROKER 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 BROKER, 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 BROKER, 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/Tenant including, but not limited to, failure to pay rent or cause damage to the Real Estate.

**19. DISCLOSURE:** BROKER is authorized to disclose non-confidential information pertaining to the Real Estate to all parties involved with its marketing and/or lease. Owner also understands and acknowledges that applicable ethics rules and/or licensing laws may require BROKER to disclose certain qualities and/or defects in the Real Estate that are known to BROKER whether or not such qualities and/or defects are also disclosed by Owner.

Owner's initials \_\_\_\_\_

Date/Time: \_\_\_\_\_

20. **USE OF PERSONAL INFORMATION:** In performing services under this Agreement, BROKER may collect from Owner non-public personal information which may include, but is not limited to, financial information, rent rolls and contracts, social security numbers and/or account numbers ("Personal Information"). Owner authorizes BROKER to disclose this Personal Information to third parties including (i) mortgage companies and banks, (ii) insurance companies (including title insurance and settlement service companies), and (iii) real estate service providers, to the extent necessary to facilitate and effect the transaction(s) contemplated by this Agreement. BROKER will not otherwise disclose Personal Information to third parties except as authorized by Owner or as required by law.

21. **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.

22. **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 all 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. Unless otherwise agreed, nothing contained herein obligates or authorizes the BROKER to collect deposits or rents or to provide property management services.  Property Management Agreement between BROKER and Owner  is  is not attached hereto. To the extent that Owner is bound by a Property Management Agreement and/or other agreement with a party other than BROKER, Owner represents and warrants that nothing herein is conflicting with and/or prohibited by such other agreement(s). 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.

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

24. **SIGNATURES:**

**BROKER:**

**OWNER:**

Accepted \_\_\_\_\_  
(Date/Time)

Accepted \_\_\_\_\_  
(Date/Time)

For: \_\_\_\_\_  
(Listing BROKER Firm)

Owner: \_\_\_\_\_

By: \_\_\_\_\_  
(Listing Agent)

Owner: \_\_\_\_\_