

**LEASE LISTING AGREEMENT  
EXCLUSIVE AUTHORIZATION TO LEASE OR RENT**

**1. EXCLUSIVE RIGHT TO LEASE:** \_\_\_\_\_  
("Owner") hereby employs and grants \_\_\_\_\_ ("Broker") beginning  
(date) \_\_\_\_\_ and ending at 11:59 P.M. on (date) \_\_\_\_\_ ("Listing  
Period") the exclusive and irrevocable right to lease or rent the real property in the City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, described as \_\_\_\_\_  
\_\_\_\_\_ ("Premises").

**2. LISTING TERMS:**

**A. RENT AMOUNT:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_ per \_\_\_\_\_.

**B. SECURITY DEPOSIT:** \_\_\_\_\_.

**C. TYPE OF TENANCY:** (Check all that apply):  Month-to-month;  One year  Other \_\_\_\_\_.

**D. ITEMS INCLUDED IN LEASE/RENTAL:** All fixtures and fittings attached to the Premises and the following items of  
personal property: \_\_\_\_\_.

**E. ITEMS EXCLUDED FROM LEASE/RENTAL:**  Garage/Carport  \_\_\_\_\_.

**F. ADDITIONAL TERMS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**3. COMPENSATION:** \_\_\_\_\_  
**Notice: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker  
individually and may be negotiable between Owner and Broker (real estate commissions include all  
compensation and fees to Broker).**

- A. Owner agrees to pay to Broker as compensation for services, irrespective of agency relationship(s):**
- (1) For fixed-term leases:**
- (a) Either (i)  \_\_\_\_\_ percent of the total rent for the term specified in paragraph 2 (or if a fixed term lease  
is executed, of the total base payments due under the lease); or (ii)  \_\_\_\_\_;
  - (b) Owner agrees to pay Broker additional compensation of \_\_\_\_\_,  
if a fixed term lease is executed and is extended or renewed. Payment is due upon such extension or renewal.
- (2) For month-to-month rental: either (i)  \_\_\_\_\_ percent of \_\_\_\_\_; or (ii)  \_\_\_\_\_.**
- (3) The following terms apply whether the tenancy is for a fixed term or month-to-month:**
- (a) If during the Listing Period, or any extension, Broker, cooperating broker or any other person procures a  
Tenant who offers to lease/rent the Premises on the above amount and terms, or on any amount and terms  
acceptable to Owner. (Broker is entitled to compensation whether any tenancy resulting from such offer begins  
during or after the expiration of the Listing Period.)
  - (b) If Owner, within \_\_\_\_\_ **calendar days** after the end of the Listing Period or any extension thereof, enters into  
a contract to transfer, lease or rent the Premises to anyone ("Prospective Transferee") or that person's related  
entity: (i) who physically entered and was shown the Premises during the Listing Period or any extension  
thereof by Broker or a cooperating broker; or (ii) for whom Broker or any cooperating broker submitted to  
Owner a signed, written offer to lease or rent the Premises. Owner, however, shall have no obligation to  
Broker under this subparagraph 3A(3)(b) unless, not later than **5 calendar days** after the end of the Listing  
Period or any extension, Broker has given Owner a written notice of the names of such Prospective  
Transferees.
  - (c) If, without Broker's prior written consent, the Premises are withdrawn from lease/rental, are leased, rented, or  
otherwise transferred, or made unmarketable by a voluntary act of Owner during the Listing Period, or any  
extension.

Owner acknowledges receipt of a copy of this page.

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Owner's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

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

- B.** If commencement of the lease or rental is prevented by a party to the transaction other than Owner, then compensation due under paragraph 3A shall be payable only if and when Owner collects damages by suit, arbitration, settlement or otherwise, and then in an amount equal to the lesser of one-half of the damages recovered or the above compensation, after first deducting title and escrow expenses and the expenses of collection, if any.
- C.** In addition, Owner agrees to pay: \_\_\_\_\_
- D.** Broker may retain compensation due from any Tenant payments collected by Broker.
- E.** Owner agrees to pay Broker if Tenant directly or indirectly acquires, or enters into an agreement to acquire title to Premises or any part thereof, whether by sale, exchange or otherwise, during the term or any extension of tenancy, compensation equal to \_\_\_\_\_ percent of the selling price or total consideration in said transfer, whichever is greater. Payment is due upon Tenant's direct or indirect acquisition of any legal or equitable interest in the Premises and, if there is an escrow, shall be through escrow.
- F.** Broker is authorized to cooperate with and compensate other brokers in any manner acceptable to Broker.
- G. (1)** Owner warrants that Owner has no obligation to pay compensation to any other broker regarding the lease or rental of Premises unless the Premises are leased or rented to: \_\_\_\_\_
- (2)** If Premises are leased or rented to anyone listed in 3G(1) during the time Owner is obligated to compensate another broker: **(i)** Broker is not entitled to compensation under this Agreement; and **(ii)** Broker is not obligated to represent Owner with respect to such transaction.
- 4. TENANT PAYMENTS:** Broker is authorized to accept and hold from a prospective Tenant, a deposit to be  held uncashed or  placed in Broker's trust account. Upon execution of a fixed term or month-to-month lease, payments received from Tenant shall be given to Owner or
- 5. KEYSAFE/LOCKBOX:**  (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (Form KLA).
- 6. SIGN:** (If checked)  Owner authorizes Broker to install a FOR LEASE sign on the Premises.
- 7. MULTIPLE LISTING SERVICE:** Information about this listing will (or  will not) be provided to a multiple listing service(s) ("MLS") of Broker's selection. All terms of the transaction will be provided to the selected MLS for publication, dissemination and use by persons and entities on terms approved by the MLS. Seller authorizes Broker to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional Internet sites unless Broker gives the MLS instructions to the contrary.
- 8. SECURITY AND INSURANCE:** Broker is not responsible for loss of or damage to personal or real property, or person, whether attributable to use of a keysafe/lockbox, a showing of the Premises, or otherwise. Third parties, including, but not limited to, inspectors, brokers and prospective tenants, may have access to, and take videos and photographs of, the interior of the Premises. Owner agrees: (i) to take reasonable precautions to safeguard and protect valuables that might be accessible during showings of the Premises; and (ii) to obtain insurance to protect against these risks. Broker does not maintain insurance to protect owner.
- 9. OWNERSHIP, TITLE AND AUTHORITY:** Owner warrants that: **(i)** Owner is the legal owner of the Property; **(ii)** no other persons or entities have title to the Property; and **(iii)** Owner has the authority to both execute this Agreement and lease or rent the Property. Exceptions to ownership, title and authority: \_\_\_\_\_
- 10. LEAD-BASED PAINT DISCLOSURE:** The Premises  were  were not constructed prior to 1978. If the Premises were constructed prior to 1978, Owner is required to complete a federally mandated and approved lead-based paint disclosure form and pamphlet, which shall be given to Tenant prior to or upon execution of a lease or rental agreement.
- 11. OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: **(i)** any action to foreclose on any loan secured by, or other obligation affecting, the Premises; **(ii)** any delinquent amounts due under any loan secured by, or other obligation affecting, the Premises; **(iii)** any bankruptcy, insolvency or similar

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Owner's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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proceeding affecting the Premises; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Premises or Owner's ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Premises. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the Listing Period or any extension thereof.

**12. BROKER'S AND OWNER'S DUTIES:** Broker agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement. Unless Owner gives Broker written instructions to the contrary, Broker is authorized to advertise and market the Premises in any medium, selected by Broker including MLS and the Internet and, to the extent permitted by these media, including MLS, control the dissemination of the information submitted to any medium. Owner agrees to consider offers presented by Broker and to act in good faith to accomplish the lease or rental of the Premises by, among other things, making the Premises available for showing at reasonable times and referring to Broker all inquiries of any party interested in the Premises. Owner is responsible for determining at what price and terms to list and lease or rent the Premises. **Owner further agrees, regardless of responsibility, to indemnify, defend and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Owner, whether contained in any document, omitted therefrom or otherwise, or from any material facts that Owner knows but fails to disclose.**

**13. TAX WITHHOLDING:** If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Connected With the Conduct of a Trade or Business in the United States. A Foreign Investor Owner will need to obtain a U.S. tax payer identification number and file declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.

**14. EQUAL HOUSING OPPORTUNITY:** The Premises is offered in compliance with federal, state and local anti-discrimination laws.

**15. ATTORNEY'S FEES:** In any action, proceeding or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney's fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 19A.

**16. ADDITIONAL TERMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**17. MANAGEMENT APPROVAL:** If a salesperson or broker-associate enters this Agreement on Broker's behalf, and Broker/Manager does not approve of its terms, Broker/Manager has the right to cancel this Agreement, in writing, within **5 calendar Days** After its execution.

**18. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon Owner and Owner's successors and assigns.

**19. DISPUTE RESOLUTION:**

**A. MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action subject to paragraph 19B(2) below. Paragraph 19B(2) below applies whether or not the Arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT AN ARBITRATION PROVISION IS INCLUDED IN THIS AGREEMENT.**

**B. ARBITRATION OF DISPUTES:** (1) (If checked)  Subject to the exclusions in paragraph 19B(2) below, Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this Agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, as set forth in the arbitration agreement attached hereto and incorporated by reference.

Owner acknowledges receipt of a copy of this page.

Owner's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

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

**(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust or mortgage; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims (if applicable), or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

**20. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**Owner acknowledges Owner has read, understands, received a copy of and agrees to the terms of this Agreement.**

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_  
Print Name \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_  
Print Name \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Firm) \_\_\_\_\_

By (Agent) \_\_\_\_\_ Date \_\_\_\_\_

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

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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