EXCLUSIVE RIGHT TO LEASE

Exclusive Right To Lease Agreement

MLS # _____

Grant of Exclusive Right to Lease. In consideration of _____ Broker), offering for lease the property located at _____ (the "Property"), the undersigned (the "Owner(s)") grants Broker the exclusive right to offer the Property for lease according to the following terms:

1.Period of Agreement. This Exclusive Right To Lease Agreement (the "Agreement") is effective commencing _____, 20 _____ and shall expire at midnight on _____, 20 _____.

2.Price and Authority. The Property will be offered for lease at a price of $ _____ per month or $ _____ per square foot and shall be leased, subject to negotiation, at such price and upon such terms to which Owner(s) may agree. The undersigned Owner(s) represent that they are the sole and exclusive owners of the Property or that the undersigned Owner(s) have the full power and authority to bind and act on behalf of all owners of the Property and are fully authorized to enter into this Agreement.

3.Brokerage Fee. If during the period of this Agreement or any extension thereof, a Lease Agreement is agreed upon by Owner with any third party:

a) The Owner shall pay the Broker a commission of _____% of the total amount of lease payment the agreed upon in the Lease Agreement. In the event that the Owner renews or extends the Lease Agreement with the tenant, the Owner shall pay the Broker a commission of _____% of the total amount lease payments agreed upon in the renewal or extension of the Lease Agreement .

b) The Owner shall pay the Broker a commission of _____ month's lease payments as agreed upon in the Lease Agreement.

c) The Owner shall pay the Broker a commission of a flat fee of $ _____. The commission offered by Broker to Broker's Agents shall be _____. The commission offered to Leaser Agents shall be _____.

If during the period of this Agreement or any extension thereof, a transfer, sale or exchange of the Property is made, effected or agreed upon by Owner(s) with any third party, the Broker shall earn and the Owner(s) shall pay a commission of _____ % of the selling price (or equivalent fair market value of any other consideration given), which commission is earned upon the execution of any agreement by the Owner(s) for said transfer, sale or exchange, and shall be paid to the Broker in no event later than the date of closing.

The commission offered by Broker to Buyer(s) Agents shall be _____ of the gross selling price. In the event the Owner(s) authorize Broker to compensate a Buyer(s) Agent, Owner(s) acknowledge their understanding that such Buyer(s) Agent is not representing Owner(s) and that the Buyer(s) Agent will be representing only the interest of the prospective purchaser.

4.Owner's Obligation After Expiration of Agreement. Owner(s) agree to pay the commission referred to in Paragraph 3 if, within _____ months after the expiration date of this Agreement, the Property is rented, leased or purchased by any party who was shown the Property by a licensed agent during the term of this Agreement or any extension thereof. Owner(s) will not, however, be obligated to pay such commission if Owner(s) enter into a valid Exclusive Listing Agreement with another licensed real estate broker after the expiration of this Agreement.

5.Who May Negotiate for Owner(s). Owner(s) agree to direct all inquiries to Broker. Owner(s) elect to have all negotiated offers to purchase submitted through Broker.

6."For Lease" Sign & Marketing . Owner(s) grant the Broker exclusive "For Lease" sign privilege at the Property, consent that the Property may be shown at any reasonable hour, and agree to refer any inquiries concerning the Property to the Broker. The Owner(s) may not place a sign advertising the Property for lease on the Property. Owner(s) agree to permit the Broker to enter the lease listing into the Multiple Listing Service and any other informational services for the purpose of marketing the Property.

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7.Lock Box. Owner(s) grant the Broker the right to install a Electronic Lock Box or a non Electronic Lock Box on the Property for the purpose of allowing participants access to the Property.

8.Fair Housing. It is illegal, pursuant to the Fair Housing Law, 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, 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.

9.Commission Escrow. If for any reason, the Broker is not paid the Broker Fee or other commission provided for herein on the due date, whether due to a dispute between the parties or other exigent circumstances, Owner(s) shall establish an escrow account with a party mutually agreeable to the Broker and shall place into said escrow account an amount equal to the Broker Fee or other commission claimed due by Broker . These monies shall be held in escrow until the parties' rights to the escrow monies have been determined (a) by the written agreement of the parties, (b) by order of a court competent jurisdiction, or (c) some other process to which the parties agree in writing. In any action, proceeding or arbitration to enforce any provision of this Agreement, or for damages caused by default, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees, costs and related expenses, such as expert witness fees and fees paid to investigators. In the event Broker hires an attorney to enforce collection of Brokerage Fee or other commission due hereunder and is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner(s) agree to pay such attorney's fees, costs and related expenses.

10.Termination. Owner(s) understand that if Owner(s) terminate the Broker's exclusive right to offer the Property for Lease prior to the expiration of the term of this Agreement, Broker shall be entitled to recover from Owner(s) its actual advertising expenses and any other damages incurred by reason of such early termination of this Agreement, and shall retain its rights to receive a commission as provided herein. In the event Broker hires an attorney to enforce this Agreement, including Broker's right to recover any damages resulting from the early termination of this Agreement and/or any commission due hereunder, and Broker is successful in collecting all or any portion thereof with or without commencing a legal action or proceeding, Owner(s) agree to pay such attorney's fees, costs and related expenses.

(Broker)	(Date)	(Owner)	(Date)
(Authorized Representative)	(Date)	(Owner)	(Date)

(Owner's Address) (Telephone Number)

IMPORTANT: READ CAREFULLY

By granting Broker signing this Exclusive Right / Exclusive Agency to Lease Listing Agreement you, the Owner(s) of the Property, agree to pay Broker a commission even if you find a tenant or buyer for the Property or if another broker finds a tenant or buyer. If another broker finds a tenant or buyer, you may owe a commission to this other broker, in addition to Broker.

(Owner)	(Date)	(Owner)	(Date)