

EXCLUSIVE RIGHT TO LEASE OR LEASE WITH OPTION TO SELL LISTING CONTRACT

Consolidated Multiple Listing Service, Inc.

PARTIES AND PROPERTY

I/We (Owners) _____
Give you (REALTOR) _____
the EXCLUSIVE RIGHT TO LEASE OR LEASE WITH THE OPTION TO SELL my/our real property located at
(Listed Property) _____, Connecticut.

RENT AND TERM

The rent shall be at least \$ _____ per _____. The tenant shall pay the following in addition to rent:
☐ Taxes ☐ Insurance ☐ Heat ☐ Electricity ☐ Gas ☐ Water ☐ Telephone ☐ Other _____
The term of the lease shall be at least, _____ but not more than _____.

LISTED PRICE

The listed price for sale shall be (Listed Price) \$ _____

OWNER(S)' AND REALTORS' AGREEMENTS

The parties agree that:

1. This Contract will go into effect on _____, and will remain effective through and including _____.
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY to you.
3. You may place a "for rent or sale" sign on the LISTED PROPERTY.
4. You may install a lockbox on the LISTED PROPERTY. I/We understand that other participants in the Consolidated Multiple Listing Service, Inc. (the "Service") will have keys to this lockbox,
5. You will use reasonable efforts to lease or sell the LISTED PROPERTY.
6. You will submit the LISTED PROPERTY to members of the service. I/We have reviewed the information describing the LISTED PROPERTY in your Data Input Form and represent that it is accurate.
7. I/We understand and agree that you may also be a tenant's or a buyer's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the tenant or buyer. If this situation should arise, you will promptly disclose all relevant information to me/us and discuss the appropriate course of action to take under the circumstances.
8. You are not responsible for the maintenance, management or upkeep of or for any physical damage to the LISTED PROPERTY.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.

9. I/We will pay you a commission if during the term of this Contract:

(a) I/We enter into a lease of the LISTED PROPERTY on the terms specified in this Contract or on any other terms. In this case, I/we will pay you a commission of _____ of the total rent to be paid by the tenant over the term of the lease. I/We will pay the commission at the time the lease is signed. If I/we sell the LISTED PROPERTY, directly or indirectly, to the tenant at any time after the lease is signed and before _____ days after the termination of the lease or any extension of it. I/We will pay you an additional commission of _____ of the sales price.

(b) I/We, you or anyone else finds a tenant ready, willing and able to lease the LISTED PROPERTY on terms specified in this contract, but I/we do not accept the tenant's offer. In this case, I/we will pay you a commission of _____ of the total rent to be paid under the terms of the lease offered by the tenant.

(c) The LISTED PROPERTY is sold. In this case, I/We will pay you a commission of _____ of the sales price.

(d) I/We, you or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE and for any other terms spelled out in this Contract, or for any other terms acceptable to me/us. In this case, I/we will pay you a commission of _____ of the sales price offered by the buyer.

10. I/We authorize you to pay brokers representing tenants or buyer brokers a portion of any service fee payable by me/us.

11. I/We have received a copy of this Contract.

12. I/We agree to pay any costs and attorney's fees which you may incur to collect any monies due to you under this Contract.

13. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.

NOTICE: FEDERAL LAW REQUIRES THE OWNER OR LANDLORD OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TENANTS AND TO FURNISH PURCHASERS AND TENANTS WITH ANY RECORDS OR REPORTS CONCERNING LEAD-BASED PAINT OR LEAD-BASED PAINT HAZARDS.

14. I/We understand that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions prospective buyers should be advised if these conditions are present or have existed in the LISTED PROPERTY. I/We also understand that failure to make such a material disclosure could be a violation of federal and/or Connecticut law and could result in (i) the rescission of any purchase agreement between me/us and a prospective buyer, and/or (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information regarding the LISTED PROPERTY. I/We specifically authorize you, as our agent, to disclose any such existing conditions to prospective buyers.

	<u>Is Present</u>	<u>Was Treated/ Removed or Tested</u>	<u>No Knowledge or Reason to Know of Presence</u>
UFFI (wall insulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADON (odorless gas, seeps in through dirt floors, cracked cement and walls)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SUBSTANCES (paint manufactured before 1970)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ASBESTOS (Insulating material; also in vinyl flooring and exterior shingles and roofing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Further information about environmentally hazardous conditions and materials can be obtained from the Connecticut Department of Consumer Protection, 165 Capitol Avenue, Hartford, Connecticut 06115, and the Connecticut Department of Health Services, 150 Washington Street, Hartford, Connecticut 06106.

15. Other Terms: _____

16. I/We authorize you, as my/our agent, and any subagents appointed by you, to disclose any information that I/We provide you concerning the LISTED PROPERTY.

STATEMENTS REQUIRED BY LAW

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, MARITAL STATUS, AGE, LAWFUL SOURCE OF INCOME, MENTAL RETARDATION, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, AND FAMILIAL STATUS.

REALTOR: (Firm Name) _____ **Owner** _____ **Date** ____/____/____

By: (Auth. Rep.) _____ **Date** ____/____/____ **No. & Street** _____

No. & Street _____ **City, State, Zip** _____

City, State, Zip _____ **Owner** _____ **Date** ____/____/____

Broker _____ **No. & Street** _____

Telephone () - _____ **City, State, Zip** _____