

**EXCLUSIVE RIGHT TO LEASE LISTING AGREEMENT**

**BROKER:** \_\_\_\_\_ **DESIGNATED AGENT:** \_\_\_\_\_

**LESSOR:** \_\_\_\_\_

1 The parties above agree that Broker shall have the exclusive right to market and lease Lessor’s property upon the following terms  
2 and conditions set forth herein:

3  
4 **ADDRESS:** \_\_\_\_\_

5  
6 **LEASE PRICE:** \_\_\_\_\_

7  
8 **LEASE TERMS:** \_\_\_\_\_

9  
10  
11 **COMMON AREA MAINTENANCE FEES:** ( ) Yes ( ) No Amount: \_\_\_\_\_

12  
13 **LESSOR TO PAY FOR:**

14 ( ) Property Taxes ( ) Janitorial Service ( ) Building Insurance

15 ( ) Electricity ( ) Water ( ) Gas

16 ( ) Trash Removal ( ) Lawn Care ( ) Broken Glass Replacement

17 ( ) Structural & Roof Repairs ( ) Electrical, Mechanical, Plumbing Repairs

18 Other: \_\_\_\_\_

19  
20

21 **TERM OF LISTING AGREEMENT:** This employment and authority shall commence as of the date all Lessors execute this  
22 agreement, (the effective date) and shall continue until midnight \_\_\_\_\_, \_\_\_\_\_, except in the event that a lease  
23 agreement is negotiated and accepted prior to the expiration of this listing agreement in such case, the listing agreement’s  
24 expiration date shall automatically be extended until either the lease is executed or the lease agreement has expired.

25  
26 **COMMISSION:** Lessor agrees to pay Broker a commission of \_\_\_\_\_% of gross lease payments for initial lease terms OR  
27 \_\_\_\_\_,  
28 which is the negotiated value of Broker’s services, if a lessee who is ready, willing and able to lease the herein described property  
29 at the lease rate and on the terms set forth herein or at any price and terms acceptable to the Lessor. Additionally, Lessor agrees  
30 to pay Broker a commission of \_\_\_\_\_% of gross lease payments OR \_\_\_\_\_  
31 \_\_\_\_\_ for renewal or extension of the lease agreement.

32  
33 **INTERNET DISPLAY:** Broker represents that he is a member of the REALTOR® Association of Acadiana Multiple Listing  
34 Service (MLS) and Broker may file this listing with said service and any additional marketing media.

35  
36 **AGENCY REPRESENTATION:** Lessor understands that this is a contract solely between the Broker and the Lessor. Lessor  
37 accepts Broker’s Designated Agent(s) named above as the only legal agent of Lessor. Broker reserves the right to name additional  
38 designated agents when, in Broker’s discretion, it is necessary. If additional or different designated agents are named, Lessor will  
39 be informed in writing within a reasonable amount of time. Any additional or different agent so designated shall be included in  
40 the term Lessor’s Designated Agent as used in this agreement. Lessor understands and agrees that other sales associates affiliated  
41 with Broker, other than Lessor’s Designated Agent(s), as well as sales associates affiliated with cooperating brokers, may  
42 represent the actual or prospective lessee of the Lessor’s property. Further, Lessor understands and agrees that if the property is  
43 leased through the efforts of a sales associate affiliated with Broker, or sales associates affiliated with cooperating brokers, who  
44 represent the lessee, the other sales associate affiliated with Broker will be acting as a Lessee’s Designated Agent. For this  
45 reason, any information relevant to the marketing strategy of Lessor’s property or any other information Lessor wishes to be  
46 confidential should be discussed only with Lessor’s Designated Agent and/or Broker.

47  
48 **ASSIGNABILITY:** This contract is assignable. In the event Broker sells all or part of his business, this Listing Agreement may  
49 be transferred to the acquiring Broker.

50  
51 **MARKETING:** Broker and/or Lessor’s Designated Agent are authorized in their sole discretion to advertise Lessor’s property by  
52 all such means and methods they deem best.

53 **Please check appropriate box for the following:**

54 A “For Lease” sign ( ) may ( ) may not be placed on the property.

55 A Lockbox ( ) may ( ) may not be placed on the property.  
56 Lessor authorizes Broker, Lessor's Designated Agent, Broker's other sales associates and cooperating brokers or their associates  
57 to have access to the property at all reasonable times for the purpose of showing it to prospective purchasers. Lessor agrees to  
58 immediately refer to Lessor's Designated Agent all prospective purchasers or brokers who contact Lessor for any reason and to  
59 provide Lessor's Designated Agent with their names and addresses.

60  
61 **NAME RESERVATION** Broker's compensation shall be paid in full if property is leased during the active term of this  
62 agreement or, if within one year after expiration of this agreement or extension Lessor leases or sells the property to any prospect  
63 who, during the active term of this agreement had contacted Lessor direct or had been introduced to the property by Broker or any  
64 cooperating agency. These prospects must be registered in writing to the Lessor no later than five (5) days after expiration of this  
65 agreement.

66  
67 **FAIR HOUSING:** The property will be offered, shown, and made available for sale to all persons without regard to race, color,  
68 religion, national origin, sex, handicap or familial status.

69  
70 **MISCELLANEOUS:** LESSOR ACKNOWLEDGES THAT LESSOR HAS READ THIS AGREEMENT, UNDERSTANDS ITS  
71 CONTENTS, HAS RECEIVED A COPY AND STATES THERE ARE NO OTHER AGREEMENTS OR CONDITIONS OTHER  
72 THAN AS SET FORTH HEREIN.

73 This agreement is binding upon the parties hereto, their heirs, administrators, executors, successors, and assigns. This contract  
74 contains the entire agreement to the parties and cannot be changed without their written consent.

75  
76 **LEGAL FEES:** In the event it becomes necessary for Broker to retain an attorney to enforce this Agreement, Broker shall be  
77 entitled to recover costs of suit and reasonable attorney's fees from Lessor in addition to all other sums to which Broker may be  
78 entitled.

79  
80 **INDEMNITY:** Lessor agrees that Broker, Lessor's Designated Agent(s), and any cooperating Brokers shall not be responsible in  
81 any manner for loss or damage of personal or real property due to vandalism, theft or any other damage or loss whatsoever.  
82 Lessor is advised to notify his insurance company and request a "Vacancy Clause" to cover the property in the event the property  
83 becomes vacant. In further consideration of the efforts and expenditures by Broker, Lessor shall defend, indemnify and hold  
84 harmless liability, loss and expense, including reasonable attorney's fees and court costs that Broker may incur as a result of any  
85 claim or suit against Broker by any person for personal injury or property damage sustained by such person while on or about the  
86 herein above described premises, due to the condition of said premises or Lessor's negligence.

87  
88 **OTHER TERMS AND CONDITIONS:** \_\_\_\_\_  
89 \_\_\_\_\_  
90 \_\_\_\_\_  
91 \_\_\_\_\_  
92 \_\_\_\_\_

93 THE REALTOR® ASSOCIATION OF ACADIANA AND ITS MULTIPLE LISTING SERVICE DO NOT FIX,  
94 CONTROL, RECOMMEND, SUGGEST OR MAINTAIN COMMISSION RATES OR FEES FOR SERVICES TO BE  
95 RENDERED BY ITS MEMBERS OR THEIR PERCENTAGE DIVISION OF COMMISSION OR FEES BETWEEN ITS  
96 MEMBERS AND COOPERATING BROKERS.

97  
98 This is a legal document. If not understood, seek competent legal advice.

99 **EXECUTED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, \_\_\_\_\_.

100					
101 <b>BROKER:</b>			<b>LESSOR(S):</b>		
102					
103 <b>BY:</b> _____			_____	_____	
104 <b>Authorized Representative</b>			<b>Signature</b>	<b>Date/Time</b>	
105					
106			_____	_____	
107			<b>Signature</b>	<b>Date/Time</b>	
108					
109			_____		
110			<b>Print Name(s)</b>		
111 _____			_____		
112 <b>Address</b>			<b>Address</b>		
113 _____			_____		
114 <b>City</b>	<b>State</b>	<b>Zip</b>	<b>City</b>	<b>State</b>	<b>Zip</b>