



EXCLUSIVE RESIDENTIAL RENTAL LISTING CONTRACT

FOR OFFICE USE ONLY

ML #

From (Landlord): _____

To _____
(Real Estate company, hereinafter referred to as REALTOR)

1. In consideration of your agreement to list and to use your efforts to secure a Tenant for the property legally described as:

Also known as:

Address _____ City of _____ County of _____

and your further agreement to cooperate with other REALTORS and in further consideration of your distribution of information on said property to participants of the Multiple Listing Service, Landlord hereby gives REALTOR this exclusive right and authority to lease the property at the following price and terms.

Rent: Seasonal Annual \$ _____ x _____ = \$ _____
monthly rent no. of months total rent

Payable monthly Payable in advance in full

Property is: _____ Unfurnished _____ Furnished per attached inventory _____

Date available for occupancy _____

If property is furnished, Landlord shall be responsible for preparing a complete inventory within _____ days of this Contract being executed by Landlord. This is not a duty of the REALTOR.

Additional Terms (if any): _____

or any other terms to which Landlord may hereafter consent. Landlord understands that the terms and conditions shall be pursuant to a Contract to Enter into a Lease form customarily used in the community or by REALTOR's office. This exclusive right and authority shall commence on _____ 20 _____ and shall expire at 11:59 p.m. on _____ 20 _____.

2. Landlord has disclosed that a Lease will require approval of a third party as indicated (Check one):

None _____ Landlord's Attorney _____ Probate Court _____ Guardian _____ Trustee _____

Other (please specify) _____

3. It is understood and agreed that the property is available for lease subject to zoning ordinances and restrictions; however any lease drawn will be contingent upon there being no restrictions prohibiting the intended use by the Tenant.

4. Landlord agrees to compensate Realtor including paying any applicable sales tax, if Landlord enters into a lease of the Property with a Tenant during the Listing period, regardless of whether the Tenant fulfills the terms of the lease; or if, during the Listing Period, Realtor procures a Tenant who is ready, willing and able to lease the Property under the terms of this Contract, or terms acceptable to Landlord.

5. Landlord agrees to pay Listing Realtor a professional service fee of _____ % of the total lease consideration or \$ _____. If during Tenant's occupancy, and for _____ days thereafter, Tenant, Tenant's relatives, and/or company purchases the property, Landlord, upon the closing of said sale, will pay Broker(s) an additional fee of _____ % of the sales price or \$ _____.

THIS FORM HAS BEEN APPROVED BY THE SOUTH BROWARD BOARD OF REALTORS® , INC.

This is a legally binding Contract and accordingly you may wish to seek Legal, Environmental and/or Tax Advice

6. Realtor will deduct its professional service fee from rent collected by Realtor after said rent becomes due. If said rent is insufficient to cover Realtor's fee, Landlord acknowledges and agrees to remit the balance within two (2) calendar days after entering into a lease for the Property.
7. If Landlord enters into any new lease or renewal of the original lease with a Tenant placed in the Property by or through Realtor, Landlord agrees to pay Realtor as compensation in connection with the new lease(s) or renewal(s) the amount specified above except that compensation for the renewal will be subject to a daily prorated adjustment where the stated fee is expressed as a dollar amount.
8. Landlord agrees to pay Realtor's fee if, within ____ days after the end of the Listing Period, Landlord leases the Property to any prospects with whom Realtor or any other Realtor communicated during the Listing Period regarding leasing the Property. If requested, Realtor must provide Landlord with a list of said prospects, and entitlement to compensation under this paragraph will be limited to the names on that list. The protection period ceases if Landlord enters into a good faith exclusive right to lease contract with another Realtor after Listing Period ends.
9. Landlord agrees to pay reasonable legal fees and costs incurred by Realtor in enforcing this Contract whether suit be brought or not. The parties acknowledge that the Realtor's duties are complete upon the procuring of the lease and that the Realtor is not responsible for collecting rent or seeing that repairs are done to the described property by reason of this Contract.
10. If Landlord decides not to lease the Property and the Realtor deems the landlord's reason acceptable, Landlord may conditionally terminate this Contract by signing a withdrawal agreement and simultaneously paying a cancellation fee of \$ _____. However, Landlord agrees that if the Property is contracted for lease to a Tenant during the time period from conditional termination to the end of the Leasing and Protection Periods, Realtor may void the early termination and Landlord will be obligated to pay Realtor the compensation set forth in this Contract.
11. If Landlord enters into a Lease, a copy of the fully executed Lease shall be provided to the Realtor within three (3) days after execution.
12. It is understood and agreed that Realtor will submit pertinent information provided by Landlord concerning the listed property to the MLS in which Realtor is a member. It is further understood that Realtor will timely furnish to such MLS, notice of all changes of information concerning listed property as agreed by Landlord, and that upon completion of a fully executed lease agreement on listed property, Realtor will notify the MLS of said lease and authorize the dissemination of lease information including rental rate and terms to the participants of said MLS after closing of transaction.
13. Some real estate brokerages offer their services online. Their websites are referred to as Virtual Office Websites ("VOW"). The street address, an automated estimate of market value, or reviews and comments (blogs) may be displayed in connection with a property being offered on some VOWs. Anyone who registers on a VOW may gain access to such information. Unless limited below, a VOW may display automated valuations, comments and reviews (blogs), and/or street address for this Property.
- Seller does not authorize display of the property on the internet.
- Seller does not authorize display of the property address on the internet.
- Seller does not authorize an automated estimate of the market value or a hyperlink to such an estimate to be displayed in immediate connection with the listing of this property.
- Seller does not authorize third parties to write comments or reviews (blogs) about the listing of the property, or display a hyperlink to such comments or reviews, in connection with the listing of this property.
14. _____ / _____ Landlord is current on all taxes, mortgage payments, HOA and/or condominium fees and assessments and agrees to pay same as they come due. Failure to perform as agreed may be breach of the Lease. Any breach by the Landlord will not excuse payment of commission due Broker.

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15. The following expenses are to be paid by the parties as indicated:

	LANDLORD	TENANT	NOT APPLICABLE
<u>UTILITIES:</u>			
Telephone	[]	[]	[]
Electric	[]	[]	[]
Gas/Fuel	[]	[]	[]
Cable TV	[]	[]	[]
Sewer/Water	[]	[]	[]
Refuse Collection	[]	[]	[]
Pest Control	[]	[]	[]
Association Fees	[]	[]	[]

MAINTENANCE:

A/C & Heat Equipment	[]	[]	[]
Building Exterior	[]	[]	[]
Building Interior	[]	[]	[]
Grounds & Planting	[]	[]	[]
Pool & Equipment	[]	[]	[]

TAXES:

Real Estate	[]	[]	[]
Personal Property	[]	[]	[]
Sales/Tourist	[]	[]	[]

INSURANCE:

Personal Property	[]	[]	[]
Public Liability	[]	[]	[]
Fire & Ext. Coverage	[]	[]	[]
Flood	[]	[]	[]
Furnishings	[]	[]	[]

Pets Allowed yes Type _____ no

Deposits for security keys/gate or garage door opener \$ _____

Association required security deposit \$ _____

Prepared by _____
Salesperson Date Landlord Date

Accepted by _____
REALTOR by Date Landlord Mailing Address Date
Broker or Manager