

**LISTING FOR RENT CONTRACT
EXCLUSIVE RIGHT TO RENT REAL PROPERTY**

XLR

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

BROKER (Company) _____
LICENSEE(S) _____
OWNER _____

Does Seller have a Listing Contract with another Broker? Yes No

If yes, explain: _____

1. PROPERTY

Address _____
Municipality (city, borough, township) _____
County _____ School District _____
Zoning and Present Use _____
Identification Number (For example, tax identification number, parcel number, deed book, page, recording date) _____

2. MONTHLY RENTAL \$ _____ **SECURITY DEPOSIT \$** _____

3. STARTING AND ENDING DATES OF THIS CONTRACT (also called "Term")

- A. No Association of REALTORS® has set or recommended the term of this contract. Owner and Broker have discussed and agreed upon the length or term of this contract.
- B. **Starting Date:** This contract starts when signed by the Owner and Broker, unless otherwise stated here:

- C. **Ending Date:** This contract ends on _____ .

4. BROKER'S DUTY (check all that apply)

- A. Owner is hiring Broker to find a Tenant for the Property. Owner allows Broker to use print and/or electronic advertising.
- Owner is hiring Broker to collect rents.
- B. Owner is hiring Broker to collect rents and Broker will pay the following on behalf of the Owner from the collected rents. Broker will pay any remaining balance from the collected rents to the Owner.
 - Pay Real Estate Taxes
 - Pay Insurance Premiums _____
 - Other _____
 - Pay Mortgage
Mortgage Company/Bank _____
Address _____ Phone _____
Account Number _____ Monthly Payment \$ _____
- C. Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople, employees, officers or partners are acting as agents only and will not be legally responsible for damages or repairs to the Property or for a tenant's failure to meet the terms of a lease.

5. BROKER'S FEE

- A. No Association of REALTORS® has set or recommended the Broker's Fee. Owner and Broker have negotiated the fee that Owner will pay Broker.
- B. The Broker's fee for finding tenant and contract negotiation is _____
Owner agrees to pay the same fee to Broker for renewals, extensions or additional leases where the original lease resulted from Broker's services or any other broker's services during the term of this contract.
- C. The Broker's fee for property management is _____
- D. The Broker's Sales Fee if Tenant buys Property is _____
of/from the sale price and paid by Owner.

6. COOPERATION WITH OTHER BROKERS

Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's fee a fee to another broker who procures the buyer/tenant, is a member of a Multiple Listing Service and who:

- A. **represents the Seller (SUBAGENT).**

PREPARED BY: Mark Ronin, Broker

XLR, Listing to Rent Contract, 6/07. Pennsylvania Association of REALTORS®

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No Yes If Yes, amount: _____

B. **represents a buyer/tenant (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker or Seller, will represent the interests of the buyer/tenant.**

No Yes If Yes, amount: _____

C. **does not represent either the Seller or a buyer/tenant (TRANSACTION LICENSEE).**

No Yes If Yes, amount: _____

7. PAYMENT OF BROKER'S FEE

- A. **Owner will pay Broker's Fee if Property, or any ownership interest in it, is rented, sold or exchanged during the length or term of this Contract by Broker, Broker's agents, Owner, or by any other person or broker at a price acceptable to Owner.**
- B. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale, lease or other tenancy.
- C. Owner will pay Broker's Fee after the Ending Date of this Contract IF:
 - (1) Property is rented or sold within _____ days of the Ending Date of this Contract, or the Ending Date of the lease (or any renewals or extensions), AND
 - (2) The buyer/tenant was shown, made an offer on or negotiated to rent or buy the Property during the term of this contract.

8. BROKER'S FEE IF PROPERTY IS NOT RENTED

Owner will pay Broker's Fee if a ready, willing and able buyer/tenant is found by Broker or by anyone, including Owner, during the term of this contract. A willing tenant is one who will pay the listed rent or more for the property.

9. DUAL AGENCY

Owner agrees that Broker may also represent the buyer/tenant(s) of the Property. Broker is a DUAL AGENT when representing both Owner and the buyer/tenant in the lease of a property.

10. DESIGNATED AGENCY

- Not Applicable.**
- Applicable.** Broker may designate licensees to represent the separate interests of Owner and the tenant. Licensee (identified above) is the Designated Agent, who will act exclusively as the Agent for the Owner. If Property is introduced to the tenant by a licensee in the Company who is not representing the tenant, then that licensee is authorized to work on behalf of Owner. If Licensee is also the Agent for the Tenant, then Licensee is a DUAL AGENT.

11. OTHER PROPERTIES

Owner agrees that Broker may list other properties for rent and that Broker may show other properties to prospective tenants.

12. CONFLICT OF INTEREST

A *conflict of interest* is when Broker has a financial or personal interest where Broker cannot put Owner's interests before any other. If the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will notify Owner in a timely manner.

13. COPYRIGHT

In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world-wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of listings, and to otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works that Broker may produce using the Materials.

14. BROKER AUTHORIZATIONS

- A. Owner (check one): does does not authorize Broker to contract for any repairs, at Owner's expense, that Broker believes are necessary to protect the Property. Broker is not required to do this, and this does not create a property management agreement between Owner and Broker. Broker's Service Fee is _____.
- B. Owner (check one): does does not authorize Broker to enter into agreements to repair the Property, at Owner's expense, if a municipality or governmental authority serves notice that repairs are required. Broker is not required to do this, and this does not create a property management

agreement between Owner and Broker.

Broker's Service Fee is _____ .

C. Signs and Keys: Seller allows, where permitted

- Yes No For Rent Sign
- Yes No Key in Office
- Yes No Lock Box
- Yes No _____
- Yes No _____

15. DEPOSIT MONEY

A. (Check one):

- Broker will keep all deposit monies that Broker receives in an escrow account as required by real estate licensing laws and regulations until the termination of any lease. This includes renewals, extensions or additional leases, where the original lease resulted from Broker's services or the services of any other broker during the term of this contract. Owner agrees that Broker may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer.
- Owner or Landlord will keep all deposit monies, renewals, extensions or additional leases, which will be paid by the tenant directly to the Owner or Landlord in cash or by check payable to the Owner or Landlord.

B. If Owner joins Broker or Licensee in a lawsuit for the return of deposit monies, Owner will pay Broker's and Licensee's attorneys' fees and costs.

16. RECOVERY FUND

Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

17. TRANSFER OF THIS CONTRACT

A. Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker when:

- 1. Broker stops doing business, OR
- 2. Broker forms a new real estate business, OR
- 3. Broker joins his business with another.

Owner agrees that Broker may transfer this Contract to another broker. Broker will notify Owner immediately in writing when a transfer occurs or Broker will lose the right to transfer this Contract. Owner will follow all requirements of this Contract with the new broker.

B. Should Owner transfer the Property, or an ownership interest in it, to anyone, or should ownership change during the term of this Contract, all succeeding owners must follow the requirements of this Contract.

18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA

Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as reasons for any decision relating to the sale of property.

19. IF PROPERTY WAS BUILT BEFORE 1978

The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant an EPA pamphlet titled *Protect Your Family From Lead in Your Home*. The Landlord also must tell the Tenant and the Broker what the Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint hazards are, the condition of the painted surfaces, and any other information Landlord knows about lead-based paint and lead-based paint hazards on the property. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in multi-family housing. The Act does not require the Landlord to inspect for lead paint hazards or to correct lead paint hazards on the property. The Act does not apply to housing built in 1978 or later.

20. NO OTHER CONTRACTS

During the length or term of this Contract, Owner will not hire any other broker to rent or sell the property. Owner will not enter into another listing agreement with another broker that begins before the Ending Date of this Contract. Owner will refer all offers and inquiries to Broker.

PREPARED BY: Mark Ronin, Broker

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21. ADDITIONAL OFFERS

Unless prohibited by Owner, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the Property, Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this Contract, by another Licensee working with Broker, or by a cooperating Broker. ONCE OWNER ENTERS INTO AN AGREEMENT OF SALE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.

22. ENTIRE CONTRACT

This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a part of this Contract.

23. CHANGES TO THIS CONTRACT

All changes to this contract must be in writing and signed by Broker and Owner.

Return by facsimile (FAX) constitutes acceptance of this Contract.

Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.

Owner has read the entire Contract before signing. All Owners must sign this Contract.

NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN ATTORNEY.

OWNER _____ DATE _____

Email _____

BROKER (Company Name)

Mid-Atlantic Real Estate
940 Pennsylvania Blvd.
Suite A
Feasterville, PA 19053
Phone: 215-953-1300, Fax: 215-953-8848

Email _____

ACCEPTED BY _____ DATE _____