

**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).

1 **BROKER (Company)** Onyx Management Group

2 **LICENSEE(S)** Felix Portman

3 **OWNER**

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

5 **If yes, explain:** _____

6

7 **1. PROPERTY**

8 Address _____

9 Municipality (city, borough, township) _____

10 County _____ School District _____

11 Zoning and Present Use _____

12 Identification Number (For example, tax identification number, parcel number, deed book, page, recording date) _____

13

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

15

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

17 A. No Association of REALTORS® has set or recommended the term of this contract. Owner and Broker have
18 discussed and agreed upon the length or term of this contract.

19 B. **Starting Date:** This contract starts when signed by the Owner and Broker, unless otherwise stated here:

20 _____

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

22

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

24 A. Owner is hiring Broker to find a Tenant for the Property. Owner allows Broker to use print and/or electronic
25 advertising.

26 Owner is hiring Broker to collect rents.

27 B. Owner is hiring Broker to collect rents and Broker will pay the following on behalf of the Owner from the
28 collected rents. Broker will pay any remaining balance from the collected rents to the Owner.

29 Pay Real Estate Taxes

30 Pay Insurance Premiums _____

31 Other _____

32 Pay Mortgage

33 Mortgage Company/Bank _____

34 Address _____ Phone _____

35 Account Number _____ Monthly Payment \$ _____

36 C. Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople,
37 employees, officers or partners are acting as agents only and will not be legally responsible for damages or repairs to
38 the Property or for a tenant's failure to meet the terms of a lease.

39

40 **5. BROKER'S FEE**

41 A. No Association of REALTORS® has set or recommended the Broker's Fee. Owner and Broker have negotiated the
42 fee that Owner will pay Broker.

43 B. The Broker's fee for finding tenant and contract negotiation is _____

44 C. The Broker's fee for property management is _____



45 Owner agrees to pay the same fee to Broker for renewals, extensions or additional leases where the
46 original lease resulted from Broker's services or any other broker's services during the term of this
47 contract.
48

49 D. The Broker's Sales Fee if Tenant buys Property is _____
50 of/from the sale price and paid by Owner.
51

52 **6. COOPERATION WITH OTHER BROKERS**

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

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

57 No Yes If Yes, amount: _____

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

60 No Yes If Yes, amount: _____

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

62 No Yes If Yes, amount: _____
63

64 **7. PAYMENT OF BROKER'S FEE**

65 A. **Owner will pay Broker's Fee if Property, or any ownership interest in it, is rented, sold or exchanged during**
66 **the length or term of this Contract by Broker, Broker's agents, Owner, or by any other person or broker at a**
67 **price acceptable to Owner.**

68 B. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale,
69 lease or other tenancy.

70 C. Owner will pay Broker's Fee after the Ending Date of this Contract IF:

71 (1) Property is rented or sold within _____ days of the Ending Date of this Contract, or the Ending Date of
72 the lease (or any renewals or extensions), AND

73 (2) The buyer/tenant was shown, made an offer on or negotiated to rent or buy the Property during the term of this
74 contract.
75

76 **8. BROKER'S FEE IF PROPERTY IS NOT RENTED**

77 **Owner will pay Broker's Fee if a ready, willing and able buyer/tenant is found by Broker or by anyone, including**
78 **Owner, during the term of this contract. A willing tenant is one who will pay the listed rent or more for the**
79 **property.**
80

81 **9. DUAL AGENCY**

82 Owner agrees that Broker may also represent the buyer/tenant(s) of the Property. Broker is a DUAL AGENT when
83 representing both Owner and the buyer/tenant in the lease of a property.
84

85 **10. DESIGNATED AGENCY**

86 **Not Applicable.**

87 **Applicable.** Broker may designate licensees to represent the separate interests of Owner and the tenant. Licensee
88 (identified above) is the Designated Agent, who will act exclusively as the Agent for the Owner. If Property is
89 introduced to the tenant by a licensee in the Company who is not representing the tenant, then that licensee is
90 authorized to work on behalf of Owner. If Licensee is also the Agent for the Tenant, then Licensee is a DUAL
91 AGENT.
92

93 **11. OTHER PROPERTIES**

94 Owner agrees that Broker may list other properties for rent and that Broker may show other properties to prospective
95 tenants.
96

97 **12. CONFLICT OF INTEREST**

98 A *conflict of interest* is when Broker has a financial or personal interest where Broker cannot put Owner's interests before
99 any other. If the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will notify Owner in a timely
100 manner.
101

102 **13. COPYRIGHT**

103 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-
104 exclusive, worldwide license (the "License") to use any potentially copyrightable materials (the "Materials") which are
105 related to the Property and provided by Seller to Broker or Broker's representative(s). The Materials may include, but are
106 not limited to: photographs, images, video recordings, virtual tours, drawings, written descriptions, remarks, and pricing
107 information related to Seller's Property. This License permits Broker to submit the Materials to one or more multiple
108 listing services, to include the Materials in compilations of listings, and to otherwise distribute, publicly display,
109 reproduce, publish and produce derivative works from the Materials for any purpose that does not conflict with the
110 express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this Contract.
111 Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents
112 and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights,
113 including any copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any
114 legal right to any works that Broker may produce using the Materials.
115

116 **14. BROKER AUTHORIZATIONS**

117 A. Owner (check one): does does not
118 authorize Broker to contract for any repairs, at Owner's expense, that Broker believes are necessary to protect the
119 Property. Broker is not required to do this, and this does not create a property management agreement between
120 Owner and Broker.

121 Broker's Service Fee is _____.

122 B. Owner (check one): does does not
123 authorize Broker to enter into agreements to repair the Property, at Owner's expense, if a municipality or
124 governmental authority serves notice that repairs are required. Broker is not required to do this, and this does not
125 create a property management agreement between Owner and Broker.

126 Broker's Service Fee is _____.

127 C. Signs and Keys: Seller allows, where permitted

128 Yes No For Rent Sign

129 Yes No Key in Office

130 Yes No Lock Box

131 Yes No _____

132 Yes No _____
133

134 **15. DEPOSIT MONEY**

135 A. (Check one):

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

141 Owner or Landlord will keep all deposit monies, renewals, extensions or additional leases, which will be paid
142 by the tenant tenant directly to the Owner or Landlord in cash or by check payable to the Owner or Landlord.

143 B. If Owner joins Broker or Licensee in a lawsuit for the return of deposit monies, Owner will pay Broker's and
144 Licensee's attorneys' fees and costs.
145

146 **16. RECOVERY FUND**

147 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil
148 judgment) against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate
149 transaction. The Fund repays persons who have not been able to collect the judgment after trying all lawful ways to do

150 so. For complete details about the Fund, call (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854
151 (outside Pennsylvania).

152

153 **17. TRANSFER OF THIS CONTRACT**

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

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

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

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

163

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

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

171

172 **19. IF PROPERTY WAS BUILT BEFORE 1978**

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

183

184 **20. NO OTHER CONTRACTS**

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

188

189 **21. ADDITIONAL OFFERS**

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

194

195

196 **22. ENTIRE CONTRACT**

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

199

200 **23. CHANGES TO THIS CONTRACT**

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

202

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

204
205 **Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

206
207 **Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail**
208 **address(es) listed below.**

209
210 **Owner has read the entire Contract before signing. All Owners must sign this Contract.**

211
212 **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN**
213 **ATTORNEY.**

OWNER _____ **DATE** _____

MAILING ADDRESS:

PHONE: _____ **FAX:** _____

E-MAIL:

214
215 **BROKER (Company Name)** **Onyx Management Group**

216 **ACCEPTED BY** _____ **DATE** _____

217 **Felix Portman**