

**LISTING AGREEMENT FOR REAL PROPERTY
EXCLUSIVE RIGHT TO LEASE**

Commission Rates for the Sale, Lease or Management of Property
Shall be Negotiated between the BROKER¹ and the Landlord.

EMPLOYMENT

1. The BROKER agrees to act as a special limited agent for the Landlord(s) for the sole purpose of finding a Tenant to rent the property described in the PROPERTY DATA SECTION hereinafter called PDS at the price and conditions set in the PDS. The PDS is incorporated herein by reference.
2. The parties agree that the BROKER represents the Landlord as a Landlord's agent and shall cooperate with other licensed real estate brokers who are Participants in the Multiple Listing Service of Long Island, Inc. (MLSIL) (Cooperating Brokers). The Landlord acknowledges the BROKER must cooperate with agents who represent tenants (tenant's agents). Such tenants' agents represent the interests of the prospective tenants only. In addition to cooperating with tenant's agents the Landlord authorizes the BROKER to work with Landlord's agents and/or broker's agents as indicated in paragraph 6.
3. BROKER agrees to use its experience and knowledge to determine the appropriate marketing plan for the property. The Landlord(s) grants to the BROKER full discretion to determine an appropriate marketing plan for the property.
4. The Landlord shall not offer nor show their property for rent to any prospective tenants or but shall refer all such prospective tenants to the BROKER, nor shall the Landlord negotiate the rental of the property with a tenant unless the BROKER participates in such negotiations.

COPYRIGHT NOTICE

5. The Landlord(s) authorizes the BROKER to enter the information set forth in the PDS, and any photographs, images, graphics and video recordings of the Landlord's property whether taken by BROKERS's agent, supplied by Landlord or otherwise (listing content), into a listing content compilation owned by MLSIL. The Landlord understands and agrees that said compilation is exclusively owned by MLSIL who alone possesses the right to publish said compilation in any media form it deems appropriate, including the World Wide Web. MLSIL may license, sell, lease and commercially utilize its compilation. Among other uses MLSIL may license or sell the listing content to aggregators who will aggregate the listing content and resell the same. Such aggregated content shall not contain any personal information about the Landlord other than the Landlord's name. If any photograph, image, graphics, or video recording ("Images") are delivered by Landlord to the BROKER for use in the MLSIL Compilation, by virtue of such delivery and the execution of this agreement, the Landlord hereby represents and warrants that the Landlord either: (1) holds all intellectual property rights including the copyrights of Images or (2) has a nonexclusive, perpetual, royalty-free, worldwide license to copy, distribute, display, create derivative works, and publicly perform the Images and the right to grant sublicenses through multiple tiers, and grant the same license to MLSIL.

COMPENSATION

6. A. In addition to tenant's agents the Landlord(s) also authorizes BROKER to work with Cooperating Brokers as:
 (check the appropriate space or spaces)
 Landlord's Agent _____ (represents the Landlord)
 Broker's Agent _____ (represents the listing broker)
 (If you check one of the above, such agency shall be offered in addition to Tenant's Agency)
- B. The BROKER shall be paid its commission by the tenant and not the Landlord except in the case where the Landlord delivers possession of the premises to a tenant without first being informed in writing by the BROKER that the BROKER'S commission has been paid. In such event, the Landlord shall pay the BROKER'S commission. The BROKER'S commission is _____. (Insert the total commission.) _____
 This commission is offered to MLSIL participants only. _____ Owner Initials
- C. Said BROKER'S commission shall also be earned and payable by the Landlord under any of the following conditions:
 (a) If the BROKER or Cooperating Broker produces a tenant ready, willing and able to lease the property on the terms and conditions set forth in the PDS and the Landlord refuses to lease the premises or fails to deliver possession of the premises after the Landlord has approved the qualifications of the tenant;
 (b) If through the BROKER'S or Cooperating Broker's efforts a tenant and the Landlord(s) reach an agreement upon all the essential terms of a transaction and the Landlord refuses to lease the premises or fails to deliver possession of the premises;
 (c) If the property is rented during the term of this Agreement whether or not the rental is a result of the BROKER'S efforts and even if the property is rented or sold as a result of the efforts of the Landlord(s) or any other broker or agent not acting under this agreement and the landlord has allowed the tenant possession of the premises without being informed by the BROKER in writing that the BROKER'S commission has been paid by tenant;
 (d) If the BROKER or Cooperating Broker is the procuring cause of a transaction.
7. The above compensation shall be paid to the BROKER in the event that the Landlord enters into a lease or rental agreement or actually leases or rents the property within a period of _____ days after the termination of the agreement to any person who has been shown the property during the term of this agreement. This paragraph shall not apply if the Landlord(s) has in good faith listed the property with another broker after the expiration of this Agreement and Landlord(s) affirms there are no current negotiations on the property. _____
 Owner Initials

LANDLORDS'S REPRESENTATIONS AND OBLIGATIONS

8. The Landlord represents that all legal requirements including, but not limited to, rental permits, certificate of occupancies or other governmental permits, to create and maintain the rental unit which is the subject of this Agreement have been obtained by Landlord and are currently valid. The Landlord(s) agrees at all times to act in good faith to assist the BROKER in the performance of the BROKER'S obligations and to fully cooperate with the BROKER in the BROKER'S efforts to find a tenant for the property and complete the transaction contemplated by this agreement.

TERM OF AGREEMENT

9. This agreement shall commence on the date set forth below and shall terminate at midnight on _____ . _____
 Owner Initials

MISCELLANEOUS PROVISIONS

- 10. Any notices required to be given under this agreement shall be in writing and may be given to the party by hand delivery of such notice, confirmed facsimile or by ordinary mail.
- 11. ALL ORAL OR PRIOR AGREEMENTS BETWEEN THE PARTIES ARE HEREBY MERGED INTO THIS AGREEMENT AND THE PARTIES AGREE THAT THEIR RELATIONSHIP SHALL BE GOVERNED SOLELY BY THIS AGREEMENT AND NOT BY ANY OTHER PRIOR ORAL OR WRITTEN REPRESENTATIONS OR AGREEMENTS. The parties agree that no change, amendment, modification or termination of this agreement shall be binding on any party unless the same shall be in writing and signed by the parties hereto subsequent to the date of this agreement.
- 12. Any change to this listing agreement which would make the property unavailable for sale through the MLS, including but not limited to any withdrawal, cancellation, reduction in term of listing term or termination thereof, must be in writing signed by the BROKER in order to have any binding legal force and effect.
- 13. The Landlord(s) understands and agrees that neither the Long Island Board of Realtors, Inc. nor the MLSLI are parties to this agreement and that the BROKER is not an agent for either of said organizations and has no authority to make any representation, agreement or commitment with respect to either of said corporations other than those contained in the printed portions hereof.

ARBITRATION

- 14. Any dispute between the parties or a Cooperating Broker appointed pursuant to the authority granted by this agreement and arising out of this agreement where the amount in dispute is greater than small claims court jurisdiction shall be resolved by arbitration before one arbitrator. This paragraph shall not apply if all of the parties to such dispute are REALTORS. The arbitration shall be held in the county in which the real estate, which is the subject matter of this agreement, is located. The arbitration shall be governed by the rules of the National Arbitration and Mediation and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing herein contained is intended to deny any Party, or Cooperating Broker from applying to the Courts for injunctive relief such as is provided in CPLR 2701.

ESCROW AND RECOVERY OF FEES

- 15. If, for any reason, the BROKER is not paid a commission which is payable by the Landlord on the due date or there is a dispute concerning such payment or all or part of such payment, the Landlord(s) shall deposit with the Long Island Board of Realtors, Inc. an amount equal to the compensation set forth herein or the disputed amount, as the case may be. If the Landlord's attorney is holding money in an escrow account to which the Landlord is entitled, or over which the Landlord has control, the Landlord shall direct the attorney to make the deposit herein required to the extent of such monies. The said monies shall be held by the Long Island Board of Realtors, Inc. in escrow until the parties' rights to the escrow monies have been determined (i) by the written agreement of the parties, (ii) by an award of an arbitrator, (iii) by judgment or (iv) by some other process to which the parties agree in writing.
- 16. In any action, proceeding or arbitration to enforce any provision of this Agreement, including but not limited to the above escrow provision, or for damages caused by default, the prevailing party shall be entitled to reasonable attorney's fees, costs and related expenses, such as expert witness fees, fees paid to investigators, fees paid to arbitration tribunals and arbitrator's fees. Paragraphs 15 and 16 hereof shall be deemed to be incorporated into the terms of any lease executed by the Landlord(s) with a buyer/tenant procured by BROKER or a Cooperating Broker in their performance of this agreement.

INDEMNITY

- 17. In the event any claim or action is commenced against the BROKER or a Cooperating Broker as a result of the BROKER or Cooperating Broker either obeying the lawful instructions of the Landlord(s) or relying upon any representation made by the Landlord in this Agreement, then, and in such event, the Landlord(s) hereby agrees to defend, indemnify and hold harmless the BROKER or Cooperating Broker in any such claim or action. Landlord shall have the right to select counsel in such event, subject to the approval of the BROKER and/or Cooperating Broker, which approval shall not be unreasonably withheld.
- 18. With respect to the provisions of this agreement relating to compensation, (Paragraph 6), arbitration (Paragraph 14), escrow and recovery of fees (Paragraphs 15 & 16) and indemnity (Paragraph 17) Cooperating Brokers shall be third party beneficiaries of this agreement.

AUTHORIZATIONS

- 19. Agent _____ (is) _____ (is not) hereby authorized to use a lockbox. (Check one)
- 20. Agent _____ (is) _____ (is not) authorized to place a "For Rent" sign on the property. (Check one)
- 21. Landlord(s) _____ (gives permission) _____ (does not give permission) to the Agent to share the keys to the property with Cooperating Brokers. (Check one)

EXPLANATIONS

- 22. An "EXCLUSIVE RIGHT TO LEASE" listing means that if you, the Landlord(s) of the property find a tenant for your house, or if another broker finds a tenant, you must pay the agreed commission to the present broker.
- 23. An "EXCLUSIVE AGENCY" listing means that if you, the Landlord(s) of the property find a tenant, you will not have to pay a commission to the broker. However, if another broker finds a tenant, you will owe a commission to both the leasing broker and your present broker.

EQUAL OPPORTUNITY IN HOUSING

- 24. The parties agree that the above listed property is to be marketed in compliance with all Federal, State, Municipal and Local Laws concerning discrimination in housing.

¹ Wherever the word broker is capitalized (BROKER) in this agreement, it is intended to describe the real estate broker who is a party and signatory to this agreement and no other broker.

Owner Signature _____ Owner Signature _____

Address _____ Email Address _____

Home Phone _____ Other Phone _____

Date _____ MLS Office Name _____

Listing Agent _____ Co-Listing Agent _____