



OTSEGO-DELAWARE BOARD OF REALTORS, INC.
Multiple Listing Service



THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD
 WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

EXCLUSIVE RIGHT TO RENT CONTRACT

PROPERTY LOCATION _____ TAX MAP # _____

OWNER _____ PHONE _____

OWNER'S ADDRESS _____

LISTING AGENT _____ AGENT ID # _____

BROKER _____ BROKER ID _____ PHONE _____

% OWNERSHIP OF PROPERTY AND POWER TO SIGN CONTRACT I am the OWNER(S) of the Property at the above location. IÁ have complete legal authority to sell, exchange or lease the above property.

&" GRANT OF EXCLUSIVE RIGHT TO RENT/TERM OF LISTING

In consideration of _____ (hereinafter referred toÁ as BROKER) submitting the above described property to the Otsego-Delaware Board of REALTORS Multiple Listing Service (hereinafter referred to as ODMLS) and in further consideration of said BROKER undertaking to find a lessee for the Property, theÁ undersigned OWNER (the word OWNER refers to each and all parties who have an ownership interest in the Property) hereby grantsÁ to the BROKER the exclusive right to rent OWNER'S Property at the above location for \$ _____ fromÁ _____ until midnight on _____ (LISTING PERIOD). The OWNER hereby authorizes theÁ BROKER to submit this listing to ODMLS within 24 hrs of signing by both parties to the MLS for online circulation to all members duringÁ the LISTING PERIOD, and that the BROKER will use its best efforts to find a tenant.

' " FAIR HOUSING The Property is listed and shall be made available to all persons in full compliance with local, state, and federalÁ fair housing laws against discrimination on the basis of race, creed, color, religion, national origin, age, sex, sexual orientation,Á disability, familial status, marital status and military status and any other prohibited factors.

(" OWNER'S AUTHORIZATION AND OBLIGATION The OWNER:

- æD Authorizes the BROKER to make and use [] exterior only/ [-] exterior and interior photographs of said property,
- âD Grants the BROKER exclusive "FOR RENT" sign privilege on the Property, [] Yes [] No.
- &D Consents that the Property may be shown as per showing instructions,
- âD Agrees to refer any and all inquiries concerning the Property to the BROKER,
- ^D Authorizes the use of a lockbox [] Yes [] No [] Not Applicable, and
- D Authorizes the dissemination and marketing of the Property on the worldwide web [] Yes [] No.

) " USE OF LISTING CONTENT; INTELLECTUAL PROPERTY LICENSE Unless OWNER delivers to BROKER a writtenÁ certification, in a form acceptable to BROKER that OWNER does not desire the listing content to be disseminated by a multiple listingÁ service, OWNER acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, writtenÁ descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by OWNER toÁ BROKER or BROKER'S agent (the "Owner Listing Content"), or otherwise obtained or produced by BROKER or BROKER'S agent inÁ connection with this agreement (the "Broker Listing Content"), and any changes to the Seller Listing Content or the Broker ListingÁ Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publiclyÁ displayed and reproduced. OWNER hereby grants to BROKER a non-exclusive, irrevocable, worldwide, royalty free license to use,Á sublicense through multiple tiers, publish, display, and reproduce the Owner Listing Content, to prepare derivative works of the OwnerÁ Listing Content, and to distribute the Owner Listing Content or any derivative works thereof. OWNER represents and warrants toÁ BROKER that the Owner Listing Content, and the license granted to BROKER for the Owner Listing Content, does not violate orÁ infringe upon the rights, including any copyright rights, of any person or entity. OWNER acknowledges and agrees that as betweenÁ OWNER and BROKER, all Broker Listing Content is owned exclusively by the BROKER, and OWNER has no right, title or interest in orÁ to any Broker Listing Content.

*** " POSSESSION OF KEY TO PROPERTY** The OWNER understands that providing the BROKER with a key and/or lockbox to theÁ Property does not in any way make the BROKER the custodian of the Property or responsible therefore.

+ " MARKETING ACTIVITY The OWNER grants the BROKER full discretion to determine the appropriate marketing approach for theÁ Property. BROKER will undertake to provide a ready, willing and able lessee and in order to do so will engage in marketing activityÁ which may include advertising, showing of the listed premises and/or the conducting of open houses.

, " BOARD AND MULTIPLE LISTING SERVICE NOT AGENTS The OWNER understands and agrees that the Otsego-DelawareÁ Board of REALTORS and ODMLS are not the OWNER'S agents and that none of the terms of this agreement shall make them theÁ OWNER'S agents.

- " SALE OF PROPERTY Should the OWNER sell the Property during the term of this agreement, the OWNER hereby grants to theÁ BROKER the exclusive right to sell the property, and the exclusive right to place a "FOR SALE" sign on the Property. In the event theÁ OWNER sells the property during the term of this agreement, the OWNER agrees to pay the BROKER a selling compensation of \$ _____ or _____ % of the gross selling price. Furthermore, if the lessee purchases the herein described real property á~!â * Á@Á ¢!{ Á of the lease or any renewal or extension thereof, the OWNER agrees to pay the BROKER the selling compensation asÁ described in this contract.

10. RESTRAINT OF TRADE The OWNER acknowledges and understands that the Otsego-Delaware Board of REALTORS or ODMLS does not engage in any agreement or activity which recommends, fixes, suggests, controls, or maintains any commissions compensation or commission compensation divisions related to the leasing of listed property. Compensation or fees for real estate services to be provided herein are fully negotiable between OWNER and BROKER

11. _____/_____ PLEASE INITIAL BROKERAGE FEE: WHEN DUE AND PAYABLE OWNER understands that compensation is not set by law or any REALTOR association or MLS and that compensation is fully negotiable between the OWNER and the LISTING BROKER. OWNER agrees the brokerage fee will be due and payable when OWNER and tenant agree to a rental fee and lease terms, but no later than the date a lease agreement between OWNER and tenant is fully executed. An offer of compensation to the COOPERATING BROKER who produces the tenant for the listed property is not required. However, OWNER may choose to offer compensation directly to the COOPERATING BROKER or through the BROKER to the COOPERATING BROKER. The OWNER may receive requests for compensation from a COOPERATING BROKER as part of leasing offer or separately. The OWNER has the right to accept, deny or negotiate the amount of compensation being requested by the COOPERATING BROKER.

(A) BROKER’S COMPENSATION

OWNER shall pay the BROKER compensation of _____ percent (%) of the aggregate of the rent payments during the term of the lease or a fee of _____ dollars (\$) at lease execution, whichever is the greater sum unless otherwise modified in paragraph 12.

In the event of dual agency, dual agency with designated sales agent or an unrepresented tenant, OWNER shall pay the BROKER compensation of _____ percent (%) of the aggregate of the rent payments during the term of the lease or a fee of _____ dollars (\$) at lease execution, whichever is the greater sum. (for an explanation of the types of agency, please see the NYS Agency Disclosure Form).

- 1. if prior to expiration of this listing contract a purchaser for the Property, or an agreement to exchange the Property, is secured by the OWNER or by any other person on terms acceptable to OWNER, or
- 2. if within _____ days after the expiration of this agreement (the “protection period”), or any extension thereof, the Property is sold, leased or exchanged or agreed to be sold, leased or exchanged to anyone to whom the Property has been shown and/or with whom negotiations have been had during the term of this agreement, or any extensions thereof. However, OWNER shall not be obligated to pay such compensation, if a valid listing agreement for the sale of the Property is entered into with another licensed real estate broker during the protection period and a sale, lease or exchange of the property is made during the term of the protection period.

12. COOPERATING COMPENSATION (please initial one)

_____/_____ PLEASE INITIAL: OWNER IS NOT offering compensation to COOPERATING BROKERS

OWNER IS offering compensation to COOPERATING BROKERS (please initial one of the following and fill in paragraph below):

_____/_____ OWNER is offering compensation directly to COOPERATING BROKERS

_____/_____ OWNER is authorizing BROKER to offer cooperating compensation to COOPERATING BROKER

In addition to the compensation offered to the BROKER under paragraph 11A, OWNER will offer compensation to COOPERATING BROKERS directly or through the BROKER, as OWNER has indicated above, who is the procuring cause of the PROPERTY leasing during the LISTING PERIOD as set forth in paragraph 2. OWNER agrees to the following offers of compensation to COOPERATING BROKERS:

TENANT’S AGENT: _____ percent (%) of the selling price or a fee of _____ dollars (\$) at closing;
BROKER’S AGENT: _____ percent (%) of the selling price or a fee of _____ dollars (\$) at closing;
SUB AGENT: _____ percent (%) of the selling price or a fee of _____ dollars (\$) at closing;

(for an explanation of the types of agency, please see the NYS Agency Disclosure Form).

13. TERMINATION OWNER understands that if OWNER terminates the BROKER’S authority prior to the expiration of the term of this agreement, the BROKER shall retain all of its contract rights, which may include, advertising expenses and any other damages incurred by reason of OWNERS early termination of this agreement.

14. PUBLICATION OF PROPERTY DATA OWNER agrees that the BROKER may provide the ODMLS with information about the Property.

15. INFORMATION ABOUT THE PROPERTY All information about the property OWNER has given BROKER is accurate, complete, and not misleading. BROKER assumes no responsibility to OWNER or anyone else for the accuracy of such listing information. OWNER authorizes BROKER to obtain other information about the property if BROKER deems it beneficial to do so. BROKER will use sources of information BROKER believes to be reliable, but is not responsible to OWNER for the accuracy of the information the BROKER obtains. OWNER authorizes BROKER to disclose to prospective purchasers any information about the Property BROKER obtains from OWNER or any other source.

16. RENEWAL AND MODIFICATION OF CONTRACT OWNER may extend the term of this contract by signing a renewal agreement. If OWNER renews this contract, the BROKER will promptly notify the ODMLS of the renewal. All changes or modifications of the provisions of this contract must be made in writing signed by OWNER(S) and BROKER.

17. ENTIRE AGREEMENT The OWNER has read and understands this agreement and does hereby acknowledge receipt of a copy thereof. This agreement shall be binding upon the parties hereto, their heirs and assigns. This agreement contains the entire agreement of the parties and supersedes all prior agreements or representations, oral or written, with respect to the Property which are not expressly set forth herein. This agreement may not be amended, modified or changed except in writing signed by both parties.

_____ BROKER	_____ Date	_____ OWNER	_____ Date
_____ LISTING AGENT	_____ Date	_____ OWNER	_____ Date