



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

MLS# \_\_\_\_\_

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 \_\_\_\_\_

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

2. GRANT OF EXCLUSIVE RIGHT TO RENT/TERM OF LISTING

In consideration of \_\_\_\_\_ (hereinafter referred to as BROKER) submitting the above described property to the Otsego-Delaware Board of REALTORS, Inc. Multiple Listing Service (hereinafter referred to as ODMLS) and in further consideration of said BROKER undertaking to find a lessee for the Property, the undersigned OWNER (the word OWNER refers to each and all parties who have an ownership interest in the Property) hereby grants to the BROKER the exclusive right to rent OWNER'S Property at the above location for \$\_\_\_\_\_ from \_\_\_\_\_ until midnight on \_\_\_\_\_. The OWNER hereby authorizes the BROKER to submit this listing to ODMLS within 24 hrs of signing by both parties and to make an offer of cooperation and compensation, as set forth in paragraph 12, 13, 14 and/or 15 below, to all participants in ODMLS and any other cooperating agent authorized under law to receive a commission with whom the BROKER deems it to be appropriate to cooperate within the OWNER'S best interest.

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

4. OWNER'S AUTHORIZATION AND OBLIGATION The OWNER:

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

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

Initials: OWNER: \_\_\_\_\_ OWNER: \_\_\_\_\_

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

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

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

**9. SALE OF PROPERTY** Should the OWNER sell the Property during the term of this agreement, the OWNER hereby grants to the BROKER the exclusive right to sell the property, and the exclusive right to place a "FOR SALE" sign on the Property. In the event the OWNER sells the property during the term of this agreement, the OWNER agrees to pay the BROKER a sales commission of \$\_\_\_\_\_ or \_\_\_\_\_% of the gross selling price. Further more, if the lessee purchases the herein described real property during the term of the lease or any renewal or extension thereof, the OWNER agrees to pay the BROKER the selling commission as described in this contract.

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

**11. ONE COMMISSION** In utilizing sub agency, broker agency and/or renter agency as described below, OWNER will not be liable for more than one (1) commission totaling \_\_\_\_\_% of the gross yearly rental rate or \$\_\_\_\_\_.

**12. SUB AGENCY** OWNER authorizes the BROKER to cooperate with and, as set forth below, compensate subagents. OWNER acknowledges that he/she could be liable for the misrepresentation(s), if any, of a subagent. In the event OWNER suffers a loss as a result of a misrepresentation of a subagent, OWNER may be entitled to bring legal action against such subagent for reimbursement of such loss.  Yes  No

**13. BROKER AGENCY** OWNER authorizes the BROKER to cooperate with and, as set forth below, compensate broker's agents. As a general rule, the broker's agents owe fiduciary duties to the BROKER and the OWNER. The OWNER is not vicariously liable for the conduct of a broker's agent.  Yes  No

**14. TENANT AGENCY** OWNER authorizes the BROKER to cooperate with and, as set forth below, compensate tenant's brokers. Tenant's brokers represent only the interest of the lessee.  Yes  No

**15. AMOUNT OF BROKERAGE FEE**

OWNER agrees that the brokerage fee will be \_\_\_\_\_% of the gross yearly rental rate or \$\_\_\_\_\_.

The commission offered by the BROKER to sub agents shall be \_\_\_\_\_% of the gross yearly rental rate or \$\_\_\_\_\_.

The commission offered by the BROKER to broker's agents shall be \_\_\_\_\_% of the gross yearly rental rate or \$\_\_\_\_\_.

The commission offered by the BROKER to tenant's agents shall be \_\_\_\_\_% of the gross yearly rental rate or \$\_\_\_\_\_.

**16. BROKERAGE FEE: WHEN DUE AND PAYABLE** OWNER agrees that the brokerage fee herein after set forth will be due and payable to the BROKER:

By Lessor (Owner) \_\_\_\_\_

By Lessee (Tenant) \_\_\_\_\_

- a) if prior to expiration of this listing contract a purchaser or lessee for the Property, or an agreement to exchange or lease the Property, is secured by the OWNER or by any other person at the sales or lease price and terms contained in this contract or for any other sales or lease price and terms acceptable to OWNER, or
- b) 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 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.

**17. 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.

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

**19. PRESENCE OF AUDIO/VIDEO RECORDING DEVICES** Owners/Landlords/Property Managers are advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Buyer/Tenant is viewing the property, the Seller/Landlord/Property Manager understands that the listing agent must disclose the presence of the device.

The property [ ] does [ ] does not have a device that can mechanically overhear a conversation.

**20. 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.

**21. 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.

**22. 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