



EXCLUSIVE RIGHT TO LEASE LISTING CONTRACT

Greater Hartford Association of REALTORS®, Inc.

The owners are the names as they appear on the deed recorded at the town hall in which the property is located. (All the names on the deed and all those individuals/parties must sign the listing contract. If a corporation, LLC, etc. the name needs to be written/typed in as it appears on the deed.)

PARTIES AND PROPERTY

I/We (Owner(s)) _____
(Brokerage Firm) _____
my/our real property located at (Listed Property) _____

This is the brokerage firm the authorized representative represents. The listing brokerage should inform all their authorized representatives on how the name of the brokerage should appear. If you are the owner of the brokerage firm you still need to write in the name of your firm, **not your name.** Agents **do not write your name in this field.**

RENT AND TERM

The rent shall be listed at \$ _____ per _____. The Tenant shall pay the following in addition to rent:
 Taxes Insurance Heat Electricity Gas Water Telephone Cable Internet Sewer Other _____

The term of the lease shall be least _____, but not more than _____

The address of the property you are listing as it appears on the deed. (The town Card should reflect the deed.)

The parties agree that:

1. This Contract will go into effect on _____, 20____, and will remain effect _____, 20____.

2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY to you.

Enter the amount of the rent and the frequency it will be paid. (i.e., weekly, monthly, quarterly, etc.); then check off items that the tenant will be responsible for.

I/We will provide accurate information about the LISTED PROPERTY to you.

Enter the term of the lease (i.e., Week-to-week, month-to-month, 12 months, etc.)

I/We will provide accurate information about the LISTED PROPERTY to you. I/We and the Broker will have access to the LISTED PROPERTY.

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1 - Effective Date (beginning date) and End Date – Type in the beginning date the property will be available to the consumer through the listing brokerage and the date the listing brokerage's obligation ends.

7. I/We understand and agree that you may also be a dual agent, representing both me/us and the tenant. As a dual agent, you would owe me/us and the tenant a duty of fairness and honesty. Because you would not represent me/us exclusively, I/we cannot expect to have your undivided loyalty. As a dual agent, you may not reveal any confidential information which would provide a negotiating advantage to either party except as authorized by either party or required by law. If dual agency arises, you will promptly disclose all relevant information to me/us and give me/us any disclosure notices and copies of such notices.

8. You will seek offers for the LISTED PROPERTY until such time as we receive an offer that you will present to us any additional offers that may be received. I/We will promptly disclose to a tenant who has submitted an offer and/or to any such tenant any offer received for the LISTED PROPERTY.

9 – Professional Service fee (compensation amount): In the first blank enter the amount the landlord will pay the broker (i.e., If a flat fee, put in that amount; if one month's rent, put in that amount; if a percentage of the year's total rent, put in the % and what that amounts to avoiding future confusion; etc.)

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION SHALL BE SPECIFIED IN EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIATED. There is no customary or industry standard real estate commission.

On the next blank line enter the amount that the landlord will pay the broker even though the landlord found their own tenant (i.e., If a flat fee, put in that amount; if one month's rent, put in that amount; if a percentage of the year's total rent, put in the % and what that amounts to avoiding future confusion; etc.)

9. I/We will pay you a professional service fee if during the term of this lease:
(a) I/We enter into a lease of the LISTED PROPERTY on the terms specified in this Contract, case, I/we will pay you a professional service fee of \$ _____ or _____ % of the total rent to be paid by the tenant over the term of the lease. I/We will pay you the professional service fee at the time the lease is signed.
(b) I/We, you or anyone else finds a tenant ready, willing and able to lease the LISTED PROPERTY on terms specified in this Contract, but I/we do not accept the tenant's offer. In this case I/we will pay you a professional service fee of \$ _____ or _____ % of the total rent to be paid under the terms of the lease.

Other Professional Service Fee Agreement - Here type instructions on any changes to your compensation if accepting an offer from an unrepresented buyer; Include instructions on dual agency and any changes to your compensation; and if the sellers have an exclusion for a buyer they have on their own. Note: If your professional service fee changes in any way it is considered a variable fee and must be disclosed.

All owners must initial and date. Listing broker's auth. rep(s) must initial and date.

Owner(s) Initial _____ Date _____ Broker (Agent) Initial _____ Date _____

You have given me/us a blank Rider

Make sure you have the address on the top of the second page and number the page. Sometimes there may be additional pages that are part of the contract, like a blank rider with additional instructions.

INFORMATION ABOUT FEDERAL LEAD LAWS

Federal regulations governing lead paint apply to "target housing", which with some exceptions means housing built before 1978. Unless an exception applies, if the LISTED PROPERTY was built before 1978, I/we must (i) give buyers the EPA brochure entitled "Protect Your Family From Lead In Your Home", and (ii) give buyers and you (Broker) all information I/we know concerning the presence of lead-based paint and lead-based paint hazards in the LISTED PROPERTY and copies of all records and reports available to me/us pertaining to this. To meet the timing requirement of the federal law, I/we must give these documents and information to a buyer before the buyer is obligated under a purchase contract, (that is, before both the buyer and I/we have executed a purchase contract). Failure to do so may result in substantial damages and/or penalties against me/us under federal law.

I/We also understand that if the LISTED PROPERTY is "target housing" and no exception is given, I/we must give the buyer a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint in the LISTED PROPERTY before the buyer is obligated under the contract. I/We can give a different time period. The buyer can also waive this right completely in writing.

I/We completed the seller's portion of the Disclosure of Information on Lead-Based Paint and executed a copy of the Disclosure and must keep it for 3 years after the closing.

I/We may be liable for substantial damages and penalties for failing to meet the requirements of the federal law regarding lead-based paint.

I/We read and understand this section: All Owners Initial _____

Information About Federal Lead Laws:

Ask the owners to read the information in the box and initial indicating that they have read the information

NOTE: ALL THE OWNERS MENTIONED ON THE DEED AND MENTIONED AS THE OWNERS, AND WHO ARE SIGNING THE LISTING AGREEMENT, MUST INITIAL IN THIS SPOT.

I/We understand that potential serious health risks (including cancer, brain damage and acute illnesses such as eye, nose and throat irritation) are associated with lead substances, asbestos, radon and other environmentally hazardous conditions. Therefore, I/we must tell prospective lessees and buyers if I/we know that these conditions exist in the LISTED PROPERTY.*

If I/we fail to disclose known material information about the LISTED PROPERTY - including the presence of environmentally hazardous conditions - I/we may be violating federal and/or Connecticut law. This can result in (i) rescission of any purchase agreement or lease between me/us and a prospective buyer or lessee, (ii) rescission of any purchase agreement or lease between me/us and a prospective seller, or any person responsible for disclosing the information, and/or (iii) a fine of up to \$500. I/we must disclose this information in the Property Disclosure Report.

*Further information about environmentally hazardous conditions can be found at the U.S. Environmental Protection Agency, www.epa.gov, the Connecticut Department of Public Health, www.ct.gov/dcp, and the U.S. Environmental Protection Agency, www.epa.gov.

Execution by Electronic Methods:

This paragraph is to agree that the owners will allow communication via (electronic methods) or in writing. The authorized representative inserts their email address and the email address(es) of all the owners who are signing this listing agreement. The authorized agent may need to include a blank addendum to list all parties to the listing agreement increasing the number of pages included in the listing agreement.

Execution by Electronic Methods. The parties agree that they may enter into this Contract (including any amendments hereto) via email. This consent applies only to this transaction, and either party may withdraw such consent by email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments hereto) after it has been entered into. Email, and retention of and access to email records, requires a computer, internet account and email software.

Broker (Auth. Rep.) email address: _____

Owner(s) email address: _____

If any party changes its email address it will promptly notify the other party of the new email address.

Brokerage Firm _____ Owner _____ Date _____

By: (Auth. Rep.) _____ Date _____ Owner _____ Date _____

No. & Street _____ No. & Street _____

City, State, Zip _____ City, State, Zip _____

Important Note:

This becomes a legally binding contract once all parties have signed and dated it here. The terms and duration of the listing are as set forth on the first page of the agreement. You must provide the owners with a copy of the fully executed document.