

This is a legally binding contract; if not understood seek advice from an attorney

**LISTING AGREEMENT – RESIDENTIAL
EXCLUSIVE RIGHT TO LEASE**

In consideration of the services to be rendered by the undersigned Broker, the undersigned ("Landlord") hereby exclusively lists with Broker the Property described as:

Property Address _____

Legal Description _____

together with all improvements (the "Property"), and grants to Broker the exclusive right to lease the Property and to accept a deposit thereon, within the term of this listing, at a price of \$ _____ and on the terms herein stated, or at such other price and terms as shall be acceptable to Landlord. This listing shall be subject to the following:

1. The term of this Listing Agreement begins on _____, _____ and expires at midnight on _____.
2. Landlord agrees to pay a leasing commission of _____% of one full month's rent in any of the following events:
 - a. The lease of the Property during the term of this Agreement, whether procured by Broker, Landlord, or a third person;
 - b. The lease of the Property within _____ days after the termination of this Agreement, if with any one to whom Broker or any cooperating Broker has shown the Property, or with whom the Broker or any cooperating Broker has negotiated concerning the Property ("Prospective Tenants") prior to the termination of this Agreement; provided, however, Broker shall deliver to Landlord a notice in writing containing a list of the name or names of such Prospective Tenants within twenty (20) days of the Expiration Date. If Landlord enters into an exclusive listing agreement with another licensed real estate broker with respect to the Property, Landlord agrees to exclude the "Prospective Tenant" from any such other exclusive listing agreement for and during the period stated herein;
 - c. If Landlord refuses to lease after Broker procures a Tenant who is ready, willing, and able to lease the Property, at the price and on the terms set forth herein, or at such other price and terms as shall be acceptable to Landlord;
 - d. In the event the Lease is conditioned upon an option to purchase the Property and such option is exercised, Landlord shall pay the Broker a sales commission equal to _____ of the sales price;
 - e. In the event the described Property is sold or exchanged during the term of this Agreement or during the term of this landlord/tenant relationship, whether procured by Broker, Landlord, or a third person if with any one to whom Broker or any cooperating Broker has shown the Property, or with whom the Broker or any cooperating Broker has negotiated concerning the Property ("Prospective Tenants/Buyer") prior to the termination of this Agreement; provided, however, Broker shall deliver to Landlord a notice in writing containing a list of the name or names of such Prospective Tenant/Buyers within twenty (20) days of the Expiration Date. If Landlord enters into an exclusive listing agreement with another licensed real estate broker with respect to the Property, Landlord agrees to exclude the "Prospective Tenant/Buyers" from any such other exclusive listing agreement for and during the period stated herein.
3. **Payment of Commission.** The Landlord authorizes the undersigned Broker to have the Tenant make the initial rent check payable to the Broker. Broker is further authorized to deduct all commission and any outstanding expenses from such initial rent check. In the event the initial rent check is more than the commission and any expenses due, the balance shall be forwarded to the Landlord. In the event the initial rent check is less than the commission and any expenses due, the Broker shall invoice the Landlord for the outstanding commission or expenses above the first month's rent.
4. **Security Deposits.** As provided in the Oklahoma Landlord Tenant Act, Landlord shall establish and maintain an FDIC approved Escrow Account in the State of Oklahoma. Broker is authorized to receive and deliver to the Landlord all security deposits for deposit in such FDIC approved Escrow Account.
5. **Flood Notification.** As Landlord, have you been notified by any City or County governmental agency, or are you aware that the property is in a flood hazard area? yes no.

In order to fulfill Landlord's and Broker's obligations of disclosure, if the Property has been flooded within the past

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five (5) years and such fact is known to the Landlord, the Landlord shall disclose such information. As provided in the Landlord Tenant Act, the Landlord shall include such information prominently and in writing as part of any written rental agreements. Failure to provide such information entitles a Tenant who is a party to the rental agreement to sue the landlord of the premises in a court of appropriate jurisdiction and to recover the personal property damages sustained by the Tenant from flooding of the premises.

6. Lead Based Paint. In accordance with the HUD/EPA Lead-Based Paint Regulations, **if the Property was built before 1978:**

- a. Landlord shall complete a **Disclosure and Acknowledgment of Lead-Based Paint.**
- b. REALTOR® shall provide a copy of the Seller's **Disclosure and Acknowledgment of Lead-Based Paint** to potential Tenants **or their Brokers along with a copy of the pamphlet *Protect Your Family from Lead in Your Home.***

7. If the Property has any material defect, Landlord has communicated any such defect to the Broker. Broker is authorized to disclose to any potential Tenant any such defects and any other material information, including the flood hazard status of the Property, known by the Broker relating to the Property.

8. All of the information provided herewith, or which may be provided to Broker, shall be true to the best of Landlord's knowledge and Landlord agrees to hold Broker, Broker's employees and sales associates harmless from any cost, expense, or damage due to any information which is withheld by Landlord from Broker, or which is incorrect.

Landlord agrees to cooperate with Broker, Broker's sales associates and cooperating brokers fully with respect to Broker's efforts to lease the Property. Landlord agrees to refer to Broker all inquiries received by Landlord relating to the lease of the Property and to conduct all negotiations with prospective Tenants of the Property through Broker. Landlord further agrees to furnish Broker such information concerning the Property as Broker may reasonably request from time to time as a result of inquiries by prospective Tenants.

9. In connection with this Listing Agreement, Landlord authorizes Broker:

- a. To place a "For Lease" sign on the Property and to remove all other similar signs;
- b. At Landlord's expense, to turn on, or leave on, all utilities, and to authorize servicemen to do so, in order to show the Property to its best advantage or to permit inspection thereof;
- c. To obtain a key to the Property, and furnish keys to others necessary to show the Property or to carry out the objectives of this Agreement;
- d. To have access to the Property for the purpose of showing it to prospects at any reasonable hour;
- e. To place advertising to obtain a Tenant and agrees to reimburse the Broker for such advertising. If this contract is terminated, the Landlord agrees to pay for all advertising placed up to the date of termination;
- f. To obtain a credit report and completed application for each prospective Tenant. The Broker has the right to charge the prospective Tenant a processing fee, which is paid to the Broker and not the Landlord and is not refundable to the Tenant regardless of whether or not the prospective Tenant is approved;
- g. To, at Broker's discretion and expense, cooperate and compensate other property management companies that might represent a Tenant who is approved by the Landlord and leases the Property covered under this agreement.

10. Broker shall provide Transaction Broker services to Landlord and as provided under the *Broker Relationship Act*, Broker's duties under that relationship are:

- a. To perform the terms of this written brokerage agreement.
- b. To treat all parties with honesty.
- c. To comply with all requirements of the Oklahoma Real Estate License Code and all applicable statutes and rules.
- d. To exercise reasonable skill and care including:

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- 1) Timely presentation of all written offers and counteroffers.
- 2) Keeping Landlord fully informed regarding the transaction.
- 3) Timely accounting for all money and property received by the Broker.
- 4) Unless required by law, the Broker shall **not** without the express permission of the respective party, disclose the following confidential information to the other party:
 - ◆ That a party is willing to pay more or accept less than what is being offered,
 - ◆ That a party is willing to agree to leasing terms that are different from those offered; and
 - ◆ The motivation of either party in the leasing of the Property.
 - ◆ However, the Broker must disclose pertinent facts relating to the Property, which have not been disclosed by the Landlord, or are otherwise known by the Broker.
- e. The Landlord shall **not** be vicariously liable for the actions or words of the transaction Broker or licensees affiliated with the Broker's firm.

12. Broker shall use Broker's best efforts to effect a lease of the Property during the term of this Agreement, in accordance with the Code of Ethics of the National Association of REALTORS[®]. Broker shall not be charged with the custody of the Property, its management, maintenance, repair, or protection of Property from climatic changes (freezing, etc.). Forfeited security deposit if any, shall be divided equally between Landlord and Broker, except that Broker's portion shall, in no event, exceed the agreed commission; provided, however, that no release of a Tenant or waiver of a forfeiture of earnest money after a Lease is executed shall relieve Landlord of any obligation to pay a commission.

13. The term "Broker" herein shall include any real estate licensee affiliated with the Broker whose signature appears on this Agreement.

14. Fair Housing. As provided in Oklahoma's Landlord Tenant Regulations, Landlord and/or Broker shall not deny or terminate tenancy to a blind, deaf or physically handicapped person because of the guide, signal or service dog of such person unless such dogs are specifically prohibited in the rental agreement entered into prior to November 1, 1985.

As provided by Federal law, Landlord and Broker shall not refuse to lease or rent or refuse to negotiate for the lease or rent of the property or otherwise make the property unavailable to any person because of race, color, religion, handicap, sex, familial status or national origin.

15. Cancellation. This agreement may be canceled by either party provided a thirty (30) day written notice is given by the Landlord to the Broker or by the Broker to the Landlord, whichever the case may be. Such notice must be sent by certified or registered mail, return receipt requested, and addressed to the Landlord or Broker (whichever the case may be) at the address as shown below.

16. Landlord and Broker agree to the terms herein set forth and understand that this is a binding agreement.

17. SPECIAL CONDITIONS:

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18. GTAR Landlords and Tenants You Need to Know! Document. Landlord received, read and understand the **GTAR Landlords and Tenants You Need to Know!**, which includes an explanation of **Broker Relationships**, and understands and agrees that a copy shall also be provided to potential tenants.

ACCEPTED THIS _____ DAY OF _____, _____

Broker
By _____

Address _____

Phone No. _____

e-mail: _____

Fax No. _____

Deposit: _____

Pets: Negotiable _____ No _____

ACCEPTED THIS ____ DAY OF _____, _____

Landlord

Landlord
Address _____

Work Phone No. _____

Home Phone No. _____

e-mail: _____

Social Security # _____