



**THREE RIVERS ASSOCIATION OF REALTORS®
EXCLUSIVE RIGHT TO LEASE MARKETING AGREEMENT**



When executed by all parties this document will become a legally binding and enforceable contract.

In consideration of the services to be performed by _____ (“Brokerage Firm”) and the commission to be paid by _____ (“Owner”), the Parties hereto agree that Brokerage Firm shall have the exclusive right to market, advertise and procure a tenant for the Property described herein upon the terms and conditions set forth in this Agreement.

1. PROPERTY DESCRIPTION AND INFORMATION

Property Address _____ (“Property”) Furnished _____
 Unfurnished _____ Occupancy Date _____ Parking Description _____
 Monthly Rental \$ _____ (or such amount as Owner agrees to accept). Security Deposit \$ _____ Pets
 Allowed: # Cats _____ # Dogs _____ Maximum Pet Weight _____ Maximum Pet Count _____
 Pet Deposit \$ _____ Rental Term _____ or such lesser term as Owner may agree to accept.
 Personal Property that will remain with the Property: _____

2. TERM OF THIS AGREEMENT: This Agreement shall begin at 12:00 A.M. on _____, 20__ and shall terminate at 11:59 PM on _____, 20____. This Agreement is irrevocable and can only be terminated prior to the termination date by written agreement of the parties.

3. DESIGNATED AGENT: Brokerage Firm designates and Owner accepts _____

_____ (“Broker”), a Broker affiliated with Brokerage Firm, as Owner’s Designated Agent to exclusively market and lease the Property. Brokerage Firm reserves the right to name additional designated agents when necessary. If additional designated agents are named, Owner shall be informed in writing within a reasonable time. Owner acknowledges that Broker/Designated Agent may from time to time ask another broker, who is affiliated with Brokerage Firm but is not a designated agent of Owner, host an open house at the Property or provide similar support in the marketing of the Property. Owner understands and agrees that this Agreement is a contract for the marketing of Owner’s Property and that Owner’s Broker/Designated Agent is the only legal agent of Owner.

4. BROKERAGE FIRM AND BROKER AGREE: To compile and have available all rental information; to schedule appointments for prospective tenants at convenient times; to make continued and earnest efforts to lease the Property; to exclusively advertise the Property as Brokerage Firm and Broker deem advisable in order to locate prospective tenants; to submit information concerning the Property to the multiple listing service; and to invite other real estate licensees to view and/or show the Property. If the Property is located in any municipality in which a residential landlord and tenant ordinance applies, a copy of said ordinance will be attached to each residential lease.

Broker shall accept delivery of and shall present to Owner all offers and counteroffers to lease the Property. In addition, Broker shall assist Owner and answer all questions including those regarding developing, communicating, negotiating and presenting offers, counteroffers and notices that relate to the offers and counteroffers until a lease is signed and all contingencies are satisfied or waived.

5. OWNER AGREES: To cooperate fully with and refer all inquiries to Brokerage Firm or Broker; to conduct all negotiations through Brokerage Firm or Broker; to allow Brokerage Firm or Broker to (a) place a "For Rent" or “For Lease” sign on the Property; (b) place a lock box on the Property; and (c) arrange for showing access if Property is currently occupied.

Owner further agrees to pay Brokerage Firm a commission of _____ if the Property is rented by Broker, Brokerage Firm, Owner or by or through any other person during the period of this Agreement, or if it is rented directly or indirectly within _____ days after the termination of this Agreement ("Protection Period") to a tenant to whom it was offered during the term of this Agreement. However, no commission or fee will be due under the terms of this Agreement if during the Protection Period a valid, written listing agreement is entered into with another licensed real estate brokerage firm.

Once a Lease has been executed, if the tenant or Owner extends the lease beyond its original term, Owner agrees to pay Brokerage Firm a commission of _____ at the time such extension is granted by the Landlord. If the tenant purchases the Property during the term of the lease or any extension thereof, Owner agrees to pay Brokerage Firm a commission of _____ which shall be due and payable at the closing of the purchase transaction.

6. TENANT DESIGNATED AGENTS: Owner has been informed that potential tenants may elect to employ the services of a real estate licensee other than Owner's Broker to represent the interest of said potential tenants.

7. MARKETING FEES: Commission(s) shall be paid at the time a lease is signed or at the time of the granting of an extension to such lease or on the closing of the sale of the Property, whichever is applicable. A portion of said commission may be paid by Brokerage Firm to a cooperating brokerage firm, but such payment shall not create any legal relationship between Owner, Brokerage Firm and a cooperating brokerage firm. Cooperating compensation will be offered at no less than _____.

If the party referred to as Owner in this Agreement is in fact a present tenant who desires to sub-let or assign by this Agreement, then a copy of the lease under which the Property is now leased shall be attached hereto and the terms contained therein shall become a part of this Agreement. Owner agrees to cooperate fully with Broker and Brokerage Firm in obtaining any required consents to an assignment or sublet.

8. MANAGEMENT OF PROPERTY: Brokerage Firm and Broker's sole duty is to affect a lease of the Property. Broker and Brokerage Firm are not charged with the custody of the Property, its management, maintenance, upkeep or repair, or with the management of the Property after a lease has been entered into between Owner and a tenant. Nothing contained in this Agreement, however, shall prohibit Broker from entering the Property for the purpose of showing it to prospective tenants, if occupied, at reasonable hours and by appointment only. It is the affirmative duty of Owner to allow showings.

9. IN WRITING: No amendment or alterations in the terms, with respect to the rental price of the Property, amount of commission or with respect to the time of payment of the commission or other terms of this Agreement, shall be valid or binding unless made in writing and signed by all parties.

10. NON-DISCRIMINATION: The Parties understand and agree that it is illegal for either of the Parties to refuse to display or lease Owner's Property to any person on the basis of race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation, unfavorable military discharge, familial status, order of protection or any other class protected by Article 3 of the Illinois Human Rights Act. Owner agrees to comply with all applicable Federal, State and Local Fair Housing Laws. [Owner Initials] _____

11. OWNER AUTHORITY TO LEASE: Owner warrants that Owner has the authority to execute this Agreement and to bind all parties who have an ownership interest in the Property and to deal with and on behalf of said Property as herein provided.

12. OWNER REPRESENTATIONS: Owner shall be solely responsible for providing information concerning the condition of the Property. Neither Brokerage Firm nor Broker shall have a duty to confirm or deny such information. Owner shall indemnify, defend and hold Brokerage Firm, its agents, servants, successors, and assigns harmless from any and all claims,

costs and expenses, including attorneys' fees, arising directly or indirectly out of or from the condition of the Property and/or Owner's actions or inactions in connection with the Property.

13. BROKER REPRESENTATION OF OTHERS: Owner acknowledges that Brokerage Firm and Broker act as marketing representatives for other real estate pursuant to marketing agreements with other owners. Owner further acknowledges that the real estate which a potential tenant may wish to acquire may be offered for rent by an owner who is also a party to a marketing agreement with Broker. These marketing agreements may designate one or more brokers affiliated with Brokerage Firm as the designated agent of that owner. Owner has also been advised of the potential of dual agency, which would arise when Owner's Designated Agent represents both the tenant and Owner. Such dual agency as described in Paragraph 14 of this Agreement must be disclosed to and requires consent of both Owner and the tenant.

14. DISCLOSURE AND CONSENT TO DUAL AGENCY: Broker/Designated Agent *[insert name]* _____ may undertake a dual representation (represent both the seller and/or landlord and the buyer and/or tenant) for the sale or lease of property. The undersigned acknowledge they were informed of the possibility of this type of representation. Before signing this document please read the following:

Representing more than one party to a transaction presents a conflict of interest since both clients may rely upon Licensee's advice and the clients' respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. Any agreement between the clients as to a final contract or lease price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf.

You acknowledge that Licensee has explained the implications of dual representation, including the risks involved, and understand that you have been advised to seek independent advice from your advisors or attorneys before signing any documents in this transaction.

WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT

1. Treat all clients honestly.
2. Provide information about the property to the buyer or tenant.
3. Disclose all latent material defects in the property that are known to the Licensee.
4. Disclose financial qualification of the buyer or tenant to the seller or owner.
5. Explain real estate terms.
6. Help the buyer or tenant to arrange for property inspections.
7. Explain closing costs and procedures.
8. Help the buyer compare financing alternatives.
9. Provide information about comparable properties that have been sold or leased so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

1. Confidential information that Licensee may know about a client, without that client's permission.
2. The price or terms the Seller or Landlord will take other than the listing price, without permission of Seller or Landlord.
3. The price or terms the Buyer or Tenant is willing to pay without permission of the Buyer or Tenant.
4. A recommended or suggested price or terms the Buyer or Tenant should offer.
5. A recommended or suggested price or terms the Seller or Landlord should counter with or accept.

If either client is uncomfortable with this disclosure and dual representation, please let Licensee know. You are not required to sign this document unless you want to allow Licensee to proceed as a Dual Agent in this transaction. **By signing below, you acknowledge that you have read and understand this information and voluntarily consent to Licensee acting as a Dual Agent (that is, to represent BOTH the owner/landlord and the tenant) should that become necessary.**

Owner Signature: _____ Owner Signature: _____

15. ENTIRE AGREEMENT: This Agreement constitutes the complete agreement between the parties relating to the Property, and is binding upon and inures to the benefits of the heirs, executors, administrators, successors and assigns of Owner and Brokerage Firm. Any prior agreements pertaining thereto, whether oral or written, have been superseded by this Agreement. In the event any part of the Agreement is found to be void or unenforceable, the balance of this Agreement shall survive.

If more than one tenant or more than one Owner is involved, or if Brokerage Firm is an entity other than a natural person, the pronouns and grammatical structure shall be understood to conform.

BROKERAGE FIRM (Print) _____ OWNER (Print) _____

Designated Managing Broker Signature _____ Owner Signature _____

Office Phone _____ Fax _____ eMail _____

eMail _____ Cell _____

Designated Agent _____ Owner Signature _____

eMail _____ eMail _____

Cell _____ Cell _____

Brokerage Firm Address: _____ Owner Address: _____
