

**SINGLE FAMILY HOME**

**RESIDENTIAL LEASE LISTING AGREEMENT**

1. Property. In consideration of the terms and conditions set forth herein, the undersigned "Owner" hereby grants the undersigned "Broker" the exclusive and irrevocable right to list, market, show, solicit and seek to lease the "Property" located in the  City  Township  Village of \_\_\_\_\_, \_\_\_\_\_, County, Michigan, commonly known as \_\_\_\_\_ Tax No. \_\_\_\_\_. The Property shall include all easements, rights and privileges that are related to the Property and, except as may be otherwise provided herein, all furniture, appliances and contents within the Property. The Property shall not include the following: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Leasing Terms. Subject to the other terms and provisions of this Agreement, Owner has directed Broker to obtain a tenant on the following basic lease terms:

Monthly Rent	
Lease Term	
Extension Rights	
Possession Date	
Furniture	
Appliances	
Pets	
Smoking	
Other Conditions (i.e. Homeowner association approvals, number of occupants, shared facilities, etc.)	

3. Term and Agency. Broker shall have the exclusive and irrevocable right to list, market, show, promote and solicit offers to lease the Property from

\_\_\_\_\_ until 12:00 midnight on  
\_\_\_\_\_  
(the "Term").

4. Lead-Based Paint. Owner acknowledges being informed of Owner's responsibility for compliance under 42 U.S.C. 4852d, regarding the disclosure of lead-based paint hazards to potential Tenants. Owner represents that the dwelling on the Property  was constructed after 12/31/77 and is hereby exempt under 42 U.S.C. 4852d, regarding lead-based paint disclosure regulations; or  was constructed on or before 12/31/77 and is subject to federal regulations regarding lead based paint hazards including completion and delivery of forms L-6 and L-8. Owner acknowledges and agrees that the dwelling on the Property complies with all other applicable lead based paint laws, statutes, ordinances, rules and regulations.

5. Owner Obligations. Owner shall keep the Property available for lease during the Term of this Agreement. Broker is hereby authorized to photograph the Property and publish pictures, place a marketing sign on the Property, place a key box on the Property and to remove all other marketing signs. Broker is also authorized to have access to the Property and all parts thereof for the purposes of showing same at reasonable hours and to promote Property on the listing service and in any media deemed necessary. Owner agrees to refer all inquiries involving the Property to Broker. Owner hereby grants Broker an irrevocable non-exclusive license to use all information, photographs, digital images, video, audio, and virtual tours and any compilation thereof (collectively the "Data") provided by Owner in any and all promotions and/or marketing of the Property. Owner agrees to cooperate with Broker to enforce all rights related to use of the Data including registering and enforcing copyrights.

Owner represents and warrants to Broker that (i) there are no agreements, obligations or commitments to pay brokerage fees to any other person, entity, broker or agent with regard to the Property; (ii) Owner has the full right, title and authority to lease the Property as contemplated herein; (iii) that leasing the Property will not violate any law, rule or ordinance and/or does not require the consent or approval of any other party; and (iv) will not violate or breach any contracts, agreements, mortgages, obligations, homeowner association restrictions or other instruments related to the Property.

Owner acknowledges and agrees that the terms of any lease may be disclosed to Broker's listing service in accordance with the ordinary course of Broker's business and the policies and procedures of Broker's multiple listing service and SWMRIC.

6. Compensation and Fees. If (i) all or any portion of the Property is actually leased to a tenant during the Term; (ii) Broker produces a tenant that is ready, willing and able to lease the Property during the Term in accordance with the terms set forth in Section 2; or (iii) Owner enters into a lease for all or a portion of the Property to any person or entity introduced to the Property by Broker within \_\_\_\_\_ days from the expiration of the Term; then Broker shall be entitled to the greater of (x) \_\_\_\_\_ % of the aggregate rent to be paid during the Term of the lease; or (y) \$ \_\_\_\_\_ ("Compensation"). The total Compensation shall be earned and payable at the time applicable in (i) through (iii) above respectively and shall

not be refundable in the event that the tenant breaches or fails to make payment(s) under the lease. If the tenant exercises any right to renew or extend the lease or executes a new or replacement lease to remain in possession of the Property beyond the expiration of the Term, Broker shall be entitled to compensation for such periods based on the foregoing formula. Owner shall provide written notice to Broker whenever any such renewal, extension or expansion occurs.

As part of the Compensation, Broker shall also be entitled to an administrative fee of \$\_\_\_\_\_ which shall be due and payable upon demand by Broker. Broker shall also be entitled to reimbursement of all fees, charges and expenses incurred by Broker in relation to the promotion and marketing of the Property which shall include without limitation advertising costs, production of promotional materials and administrative expenses.

7. Cooperation and Fee Sharing. Broker is authorized to (indicate choice below):

Yes  No Offer subagency to other brokers and to offer a portion of the total Compensation to be not more than \_\_\_\_\_ percent of aggregate rent or \$\_\_\_\_\_.

Yes  No Offer to other brokers a portion of the total Compensation for producing an acceptable proposal to rent while acting as a prospective tenant's agent. Said portion of the agreed upon Compensation to be not more than \_\_\_\_\_ percent of aggregate rent or \$\_\_\_\_\_.

Yes  No Offer to other brokers a portion of the total Compensation for producing an acceptable offer to rent while acting as a Transaction Coordinator. Said portion of the agreed upon Compensation to be not more than \_\_\_\_\_ percent of the aggregate rent or \$\_\_\_\_\_.

8. Broker's Policy/Possibility of Dual Agency. Broker, from time to time, enters into agreements with tenants to serve as their agent, for the purpose of arranging the purchase, lease, exchange or option of property. Owner desires that Broker include Owner's property in offerings to any such potential tenants. Certain conflicts of interests may arise because agents that are affiliated with Broker may represent prospective tenants and Broker may represent competing properties. As such, Owner hereby consents to this Dual Agency, and agrees that, under such circumstances, the following provisions shall govern Broker's actions:

- A. Broker will not knowingly say anything or do anything which might place one party at a disadvantage, such as disclose personal confidences; and
- B. Broker shall assume a role as an intermediary, facilitator, and/or mediator to assist prospective tenants of the Property and Owner;

- C. Broker shall not disclose to tenant that Owner might accept a rent other than the rent set forth above; nor shall Broker disclose that Tenant might be willing to pay a higher rent; and
- D. The compensation and terms agreed to be paid by Owner to Broker in this Agreement shall remain unchanged and the entire Compensation shall be paid to Broker.

9. Sale of Property. If the Property, or any interest therein, is purchased or otherwise acquired in whole or in part by the tenant or anyone acting on the tenant's behalf at any time during and up until \_\_\_\_\_ months after the termination of the term of the lease, or any renewals or extensions thereof, including, but not limited to month-to-month renewals and holdover tenancies, a brokerage fee of \_\_\_\_\_ of the selling price shall be payable except that the sale commission shall be reduced in amount by that portion of the Compensation paid which is equal to the portion of the lease term or lease extension not completed by reason of the sale. Said brokerage fee shall be due and payable promptly after it is earned and in no event later than the closing of the transaction.

In addition, in the event said Property is sold by any form of conveyance or optioned to be sold by anyone before this Agreement expires, Owner agrees to pay Broker a brokerage fee of \_\_\_\_\_ of the sale price at the closing of the transaction. Exceptions:

---

---

10. Indemnification. Owner agrees to and shall defend, indemnify, and hold harmless Broker, Broker's subsidiaries, past, present and future officers, directors, employees, and agents, of, from and against any and all expenses, including court costs and attorneys' fees, or any losses, claims, suits, demands, causes of action, judgments, damages or liabilities to the extent that they arise from or are related to (i) any breach of this Agreement by Owner; (ii) any personal injury or property damage that occurs on or about the Property; and/or (iii) any violation of any law, statute, ordinance, rule or regulation by or Owner or the Property.

11. Non-Discrimination. Broker and Owner acknowledge that discrimination because of religion, race, color, national origin, age, sex, marital status, disability, familial status, height or weight in connection with the offer, sale or lease of real estate is prohibited by law.

12. MLS Authorization and Owner Opt-Out Choices. Owner grants Broker permission to submit the Property to its association's Multiple Listing Service ("MLS"), and to publish the Property through SWMRIC. In accordance with the policies and procedures adopted by the Broker's association, unless Owner chooses otherwise, Owner's property listing may be displayed on the Internet, the address of the Property may be displayed on the Internet, third parties may be allowed to write comments or reviews about the Property, and an automated estimate of the market value of the Property (or hyperlink to such estimate) may be displayed in

conjunction with the Property, except as noted below. Broker's obligations under this section shall be limited to those matters within Broker's direct control.

- A.  Owner hereby advises Broker that **Owner does not want the Property to be displayed on the Internet.** Owner understands and acknowledges that consumers who conduct searches for listings on the Internet will not see information about the Property in response to Internet searches.
- B.  Owner hereby advises Broker that, although **Owner does want the Property to be displayed on the Internet,** Owner **does not want the address of the Property to be displayed** on the Internet.

Regarding "Virtual Office Websites", as defined by the Bylaws or the MLS Rules and Regulations of the Broker's Association:

- C.  Owner hereby advises Broker that **Owner does not want to allow third parties to write comments or reviews** about the Property or display a hyperlink to such comments or reviews in immediate conjunction with the listing for the Property.
- D.  Owner hereby advises Broker that **Owner does not want to allow third parties to display an automated estimate of the market value** of the Property (or hyperlink to such estimate) in immediate conjunction with the listing for the Property.

13. Imputed Knowledge. Imputed Knowledge is knowledge attributed to a person (because of a person's legal responsibility for another's conduct) even though the person does not have actual knowledge. Owner agrees that knowledge of information relating to the tenant, the Property, or the transaction by Broker shall not be imputed to any other licensee affiliated with Broker.

14. Miscellaneous.

A. Entire Agreement; Amendments. This Agreement contains all of the covenants, conditions, and agreements between Owner and Broker and shall supersede any and all prior covenants, conditions, agreements or understandings, either oral or written, between the parties. No amendment or modification of any provision of this Agreement shall in any event be effective unless the same shall be embodied in a writing signed by both parties.

B. No Implied Waivers. No failure or delay on the part of either party in exercising any right, privilege, power, or remedy under this Agreement, and no course of dealing between Broker and Owner, shall operate as a waiver of any such right, privilege, power, or remedy.

C. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan.

D. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of Broker and Owner and, except as otherwise provided in this Agreement, their respective successors and assigns.

E. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but only one of which need be produced to evidence the agreement of the parties hereto. Facsimile and electronic signatures shall have the same force and effect as original signatures.

F. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

In Witness Whereof, the parties have entered this Agreement on the date and year set forth below.

BROKER

By: \_\_\_\_\_

Its: \_\_\_\_\_

OWNER

\_\_\_\_\_  
\_\_\_\_\_