



Exclusive Right to Lease Listing Contract
A product of the
CINCINNATI AREA BOARD OF REALTORS®
Approved by Board Legal Counsel, except for underlined items,
for exclusive use by REALTORS®.
This is a legally binding contract. If not understood, seek
legal advice. For real estate advice, consult your REALTOR®.



NAME OF LISTING REALTOR® FIRM CITY STATE DATE

1. APPOINTMENT OF REALTOR®: The undersigned owner(s) ("Owner"), being desirous of leasing the following-described real estate ("Real Estate"):

Address City State County Zip

hereby employs the undersigned REALTOR® Firm ("REALTOR®") as Owner's exclusive agent and grants to it the exclusive right, without reservation, until midnight of the _____ day of _____, _____ ("Expiration Date") to lease the Real Estate pursuant to the terms of this Exclusive Right to Lease Listing Contract ("Contract").

2. REALTOR® ACCEPTANCE: REALTOR® accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to procure a Tenant for Real Estate at the following terms:

- (a) Rent, payable monthly in advance, shall be: \$ _____, or as otherwise negotiated and accepted by Owner.
(b) The term of lease shall be for _____ (years), _____ (months), commencing on _____, _____.
(c) Rent shall include (check items that apply):
Gas _____ Electric _____ Water _____ Sewer _____ Trash Pick Up _____ Other _____.
(d) Tenant shall pay Owner a security deposit in the amount of \$ _____.
(e) Other terms: _____

3. REALTOR'S® FEE: In consideration of REALTOR'S® effort and service to procure a Tenant for the Real Estate, Owner agrees to pay REALTOR® a commission ("Commission") of _____ % of the gross aggregate rent for which the Real Estate may be leased, regardless of agency relationships. The Commission shall be payable when a binding lease has been executed to lease the Real Estate pursuant to the terms of this Exclusive Right to Lease Listing Contract ("Contract").

4. PROTECTION PERIOD: Owner agrees to pay REALTOR® the Commission if the Owner, acting as Owner's own agent, within _____ days after the Expiration Date, executes a binding lease to lease the Real Estate to any Tenant, whether individually or in combination with others, with whom Owner negotiated during the term hereof, or to any Tenant, whether individually or in combination with others, who was shown the Real Estate by REALTOR® or any person during the term hereof.

5. COOPERATION WITH OTHER BROKERS: The REALTOR® may cooperate with other brokers and their agents to procure a Tenant and, accordingly, the REALTOR® is authorized to offer compensation to cooperating brokers. REALTOR® is authorized to pay _____ to any broker that has participated in the lease of the Real Estate whether such broker is a subagent of the Owner, an exclusive agent for the Tenant, or a dual agent.

6. AGENCY DISCLOSURES: Owner acknowledges receipt of the Consumer Guide to Agency Relationships and understands the effect of each type of agency relationship on the lease of Owner's Real Estate. Owner agrees to execute an Agency Disclosure Statement as required by state law or regulation.

7. MARKETING AUTHORITY: REALTOR® is authorized to place information about the Real Estate in informational or listing service(s) that permit such listings, at REALTOR'S® discretion, in accordance with the regulations of such service(s). The REALTOR® and the designated service(s) may disclose information pertaining to the Real Estate, including terms of the lease, to other participants authorized to receive such information.

8. SIGNS: REALTOR® is authorized to place its sign(s) on the Real Estate and to promote its lease.

9. OWNER'S COOPERATION: Owner agrees to cooperate with REALTOR® by making the Real Estate available for showing to prospective renters, and other authorized parties as necessary at reasonable hours. Owner shall disclose to cooperating brokers the existence of this Contract upon their direct contact with Owner.

10. OBLIGATIONS OF OWNER: Owner agrees that Owner shall be solely responsible for the following: a) confirming with lender the ability to lease the real estate pursuant to the terms of the mortgage, b) review of applicant qualifications, c) selecting tenant, d) providing lease document, e) collecting deposits and other monies from tenant or potential tenant and f) complying with all local, state and federal regulations pursuant to leasing residential real estate.

Owner's initials _____

Date/Time: _____

11. **LEAD-BASED PAINT CERTIFICATION:** Owner agrees to complete a federal-mandated lead based paint disclosure form if home was built prior to 1978, unless the lease term does not exceed 100 days and cannot be renewed.

12. **KEY AUTHORIZATION:** Owner authorizes REALTOR® to conduct or allow authorized brokers/agents to conduct key-entry showings of the Real Estate. Owner also authorizes REALTOR® to place a lockbox on the Real Estate for the purpose of conducting or allowing authorized brokers/agents to conduct key-entry showings of the Real Estate. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the listing broker, its agents, salespersons and employees from any loss, claim or damage resulting therefrom.

13. **DISCLOSED DUAL AGENCY:** REALTOR® may act as a dual agent by representing both the Owner and the Tenant in this transaction only if both parties consent after having been informed of the dual agency relationship. REALTOR® shall not permit another agent affiliated with REALTOR® to represent another party in a transaction involving the Real Estate (whether as the exclusive agent for that party, a subagent, or dual agent) without obtaining the written consent of both parties to the transaction. A dual agent may not disclose any confidential information that would place one party at an advantage over the other party. In the event a dual agency relationship arises, Tenant and Owner will be provided with a dual agency disclosure form setting forth the agent's duties and the Owner's and Tenant's options if they choose not to consent to the dual agency relationship.

14. **ADDENDUM:** Additional terms and conditions are are not set forth as an Addendum attached hereto and made an integral part of this Contract.

15. **FEDERAL, STATE AND LOCAL LAWS:** The parties hereto agree to comply with all applicable federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Contract, including, but not limited to, the 1964 Civil Rights Act, as amended, and Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, and the Ohio Fair Housing Law, as amended.

16. **CIVIL RIGHTS:** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

17. **REPRESENTATIONS OF AUTHORITY:** Owner represents that Owner has the legal right to lease or sell the Real Estate, and that the individual signing below on behalf of Owner has the authority and capacity to enter into this Contract on behalf of Owner. REALTOR® represents that it is a licensed real estate broker in the State of Ohio, that its real estate broker's license is currently in good standing, and that said license will be in good standing on the date(s) payments become due from Owner to REALTOR® under this Contract. The person signing below on behalf of REALTOR® represents that the signer has the authority to enter into this Contract on behalf of REALTOR®.

18. **INDEMNITY BY OWNER:** Owner recognizes that the REALTOR® is relying on all information provided herein or supplied by Owner or Owner's sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTOR®, its employees, salespersons and cooperating brokers from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable attorney's fees) arising out of any misrepresentation made herein by Owner or concealment of facts by Owner or Owner's sources.

19. **DISCLOSURE:** REALTOR® is authorized to disclose non-confidential information pertaining to the Real Estate to all parties involved with its marketing and/or lease.

20. **SEX OFFENDER REGISTRATION AND NOTIFICATION LAWS:** In Ohio, sex offenders are required to notify sheriff's offices when they move into the area. Information regarding said notification may be obtained by contacting the sheriff's office applicable to the Real Estate.

21. **SOLE CONTRACT:** This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation, or understanding shall cancel or vary the terms of this Contract. Any amendments to this Contract shall be made in writing, signed by both parties and copies shall be attached to all copies of this original Contract. Owner acknowledges that Owner has read and received a completed copy of this Contract and the information contained herein is true and accurate to the best of Owner's knowledge. Nothing contained herein shall prohibit Owner from entering into an exclusive right to sell agreement with REALTOR® or any other broker during the pendency of this Contract. Nothing contained herein obligates or authorizes the REALTOR® to collect deposits or rents or to provide property management services.

22. **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURES:** An Affiliated Business Arrangement Disclosure has has not been executed in conjunction with this Contract.

23. **SIGNATURES:**

REALTOR®:

Accepted _____
(Date/Time)

For: _____
(Listing REALTOR® Firm)

By: _____
(Listing Agent)

OWNER:

Accepted _____
(Date/Time)

Owner: _____

Owner: _____