



Exclusive Right to Lease Contract

Landlord(s) Name: \_\_\_\_\_

Landlord(s) Home Address: \_\_\_\_\_

Landlord(s) E-mail: \_\_\_\_\_

Landlord(s) Phone: \_\_\_\_\_

CONSIDERATION AND TERM OF CONTRACT: This Agreement is entered into on, \_\_\_\_\_, by and between the above mentioned REALTOR/BROKER "the Realtor/Broker" and the above mentioned LANDLORD(s) "the Landlord" in consideration for the Realtor/Broker to market the Property hereinafter described and to use the best efforts to find a tenant, the Landlord grants the Realtor/Broker the exclusive right to lease the property... from \_\_\_\_\_ to 11:59 P.M. on \_\_\_\_\_.

PROPERTY DESCRIPTION: \_\_\_ Residential \_\_\_ Condominium \_\_\_ Multi-Family \_\_\_ Commercial Property is located in the \_\_\_ Village \_\_\_ Township \_\_\_ City of \_\_\_\_\_, County of \_\_\_\_\_, Michigan, commonly known as (street address) \_\_\_\_\_ (zip code) \_\_\_\_\_. Tax Identification Number(s) \_\_\_\_\_. Legal Description: \_\_\_\_\_ "the Property."

This Property is being leased together with all improvements & appurtenances, if any, now in or on the premises including all buildings, fixtures, built in appliances, all window treatments (including hardware), attached floor coverings, attached fireplace doors, screens, gas logs, garage door opener and controls, screens, storm windows and doors, landscaping, fences and mailboxes, all ceiling fans, alarm systems, radio and televisions antennas, rotors and controls, water softener (unless rented) water pumps, pressure tanks, fuel in tank, incinerator, if any, and gas, oil and mineral rights owned by Landlord(s), and the following; \_\_\_\_\_.

LEASE TERMS: Landlord(s) agrees to lease the Property for a period of \_\_\_ months at a rent of \$ \_\_\_\_\_ per month or upon such terms and conditions as the Landlord may hereafter accept.

SECURITY DEPOSIT: Landlord(s) requires a security deposit of \$ \_\_\_\_\_. As provided in Landlord and Tenants Relationships, Public Act 348 of 1972, in NO event shall the total security deposit exceed 1 1/2 months' rent.

PUBLIC ACT 348 OF 1972: Landlord(s) acknowledges written receipt from Realtor/Broker of "Landlord and Tenant Relationships – Public Act 348 of 1972" Landlord(s) further acknowledges their responsibilities governed by said Act.

PUBLIC ACT 454 OF 1978: Landlord(s) acknowledges written receipt from Realtor/Broker of "Truth in Renting Act 454 of 1978" Landlord(s) further acknowledges their responsibilities governed by said Act

LEAD BASED PAINT: In accordance with Lead Based Paint regulations, the Property was built: Please check one... \_\_\_ Landlord(s) represents and warrants that the Property was built in 1978 or later and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this Property. \_\_\_ Landlord(s) represents and warrants that the Property was built before 1978 and that therefore, the federally-mandated lead-based paint disclosure regulations apply to this Property

MARKETABLE TITLE: The Landlord(s) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth. Landlord(s) further represent that there are no pending or anticipated foreclosure, bankruptcy, or other proceedings which would affect the Property or Landlord(s) ability to lease said Property. If the Property is a condominium and/or subject to the rules and restrictions of a homeowners association, or if there are any other restrictions imposed on the use or lease of said Property, Landlord(s) shall provide Realtor/Broker and tenant copies of all by-laws, rules, regulations, and restrictions.

**CONSIDERATION NEGOTIATION:** The Landlord(s) and the Realtor/Broker acknowledge that the agreed upon commission contracted hereunder was negotiated between themselves and that the Agent/Broker's commission for services rendered is NOT fixed, controlled, or recommended by law, the MLS or any person not a party to this contract.

**COMPENSATION:** Landlord(s) agrees to pay the Realtor/Broker a commission of \_\_\_\_\_% of one month's rent **or** \_\_\_\_\_% of the gross lease amount **or** \$\_\_\_\_\_ upon the consummation of the lease. The commission will be due and payable, if a tenant is obtained for the Property by anyone, including the Landlord(s), during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the Landlord(s). FURTHER, said commission will be paid if:

- Landlord(s) refuses to lease when a ready, willing and able tenant is produced at price and terms.
- Landlord(s) refuses or is unable to complete a lease pursuant to the terms of a duly executed Lease Agreement, or such other equivalent agreement signed by Landlord(s).
- Landlord(s) or anyone leases or enters into a contract to lease or receives a deposit within (180) or \_\_\_\_\_ days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the Realtor/Brokers efforts, during the term of this contract.

**MULTI-LIST / COOPERATION:** The Landlord(s) acknowledges that the services of the Multiple Listing Service(s) and the offering of cooperation and compensation to the other Participants have been fully explained. The Realtor/Broker is authorized to multiple list the Property, and the cooperating Broker may represent the tenant even though paid by the Realtor/Broker. It is understood that compensation paid to a cooperating broker will be paid from the commission due the Realtor/Broker, and will be in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the gross lease amount, as stated on the MLS Listing Ticket, or otherwise agreed in writing.

**RENEWAL / EXTENSION:** If Landlord(s) enters into a new lease or a renewal of the original lease with tenant produced by or through Realtor/Broker, then Landlord(s) agrees to compensate Realtor/Broker as specified above.

**LEASE WITH OPTION:** In the event the lease contains an option to purchase and said option is exercised by the tenant, Landlord(s) agrees to pay Realtor/Broker a commission of \_\_\_\_\_% of the sales price.

**SALE COMPENSATION:** If Landlord(s) transfers or enters into a contract to transfer any interest in the Property during (1) the term of this contract (2) the term of any lease procured as a result of this contract, including any renewals or extensions (3) a period of 180 days after the later of (1) and (2) to (A) tenant or relative of said tenant produced by or through Realtor/Broker (B) any person who occupied or resided at the Property with said tenant (C) any person or entity who was introduced to the Property by or through the Realtor/Broker, then Landlord(s) agrees to pay Realtor/Broker a commission of \_\_\_\_\_% of the sales price.

If Landlord enters into an Exclusive Right to Sell Contract with another licensed real estate Broker with respect to this Property, then Landlord(s) agrees to exclude any of the person(s) or entities mentioned in (A), (B) or (C) above for and during the time frames referenced in (1), (2) and (3) above.

**DEFAULT:** If a lease is not consummated because of the Landlord(s) refusal to perform, then the full commission shall be due and payable upon such refusal. If a lease is not consummated because of the Lessee's failure to perform and the deposit made is forfeited, Landlord(s) agrees that (50%) or \_\_\_\_\_% of the deposit (but not in excess of the amount of the full commission) shall be retained by the Realtor/Broker in full payment for services rendered in this transaction.

**SHOWINGS:** Realtor/Broker shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours. Landlord(s) shall indemnify and hold harmless Realtor/Broker and any Agents of Realtor/Broker from any and all liability for any reason as a result of injury to person(s) or damage or loss to Property arising out of the showing of said Property pursuant to this contract

**LOCK BOX:** The Realtor/Broker IS IS NOT authorized to attach a lock box to be used for the purposes of storing key(s) that provide access to the Property by authorized persons. Landlord(s) acknowledges that the lock box is not a security system and agrees to release and hold harmless Realtor/Broker and any Agents of Realtor/Broker from any liability whatsoever arising from the use of the lock box to provide access to the Property.

**SIGNS:** The Realtor/Broker IS IS NOT authorized to cause a sign to be erected on the Property, and to remove all other "for lease" signs.

**MARKETING:** Realtor/Broker is hereby authorized to photograph the Property and publish such photographs. Realtor/Broker is authorized to place Property information on the Internet and to otherwise advertise the Property for lease. Upon Landlord(s) written acceptance of the terms of any Offer to Lease, or equivalent, the Realtor/Broker shall not continue to market the property nor present any offers received after the time of acceptance.

**REFERAL:** Landlord(s) agrees to refer to the Realtor/Broker all inquiries received concerning the Property during the period of the contract

**NON-DISCRIMINATION:** It is agreed by Realtor/Broker and Landlord(s), that as required by law, discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, physical or mental disability, and/or familial status by said parties in respect to the lease or sale of the subject Property is PROHIBITED.

**AGENCY:** Landlord(s) acknowledges that the Realtor/Broker has explained to Landlord(s) the Realtor/Broker policy on agency, disclosed to Landlord(s) the different types of real estate agency relationships, and that Realtor/Broker will be acting as the agent for the Landlord(s). Receipt of an Agency Disclosure is acknowledged by Landlord(s).

**DESIGNATED AGENCY:** National Realty Centers and Landlord(s) hereby designate \_\_\_\_\_, as the Landlord(s) Designated Agent. For purpose of this contract, Landlord(s) shall have an agency relationship with only National Realty Centers, designated Agents(s) named above, and the following supervisory Broker(s), Craig Lescoe, Dennis Weese. If a potential tenant is represented by an Agent of National Realty Centers other than the Designated Agent(s) named above, National Realty Centers and all supervisory Broker(s) shall automatically be deemed disclosed consensual dual agents.

**DUAL AGENCY:** In the event a tenant who has an agency relationship with any of the designated Agent(s) and/or supervisory Broker(s) named above shall become interested in the Property, Landlord(s) consents to the dual agency status of such designated Agent(s) and/or supervisory Broker(s). In this event, the dual Agent(s) will preserve any confidential information obtained during the agency relationship with the tenant and will not use such confidential information to the detriment of that tenant. Landlord(s) acknowledges and agrees that the preservation of this confidential information shall not constitute a breach of any fiduciary duty owed to Landlord. Landlord(s) also understands and agrees that as part of marketing the Property, Landlord's designated Agent(s) may show potential tenants properties other than Landlord's and provide such tenants with information on the lease prices in the area.

**EVALUATION:** Realtor/Broker shall provide Landlord(s) with an application and/or tenant evaluation report completed by tenant applicants. Realtor/Broker does NOT warrant the accuracy of the information provided by any tenant applicant. Landlord(s) is responsible for independently reviewing and evaluating any application and/or tenant evaluation report and for confirming the validity of all information provided by any tenant applicant. Landlord(s) acknowledge that Realtor/Broker may collect and retain an application fee from each prospective tenant applicant for said Property.

**INDEMNIFICATION:** Realtor/Broker is NOT an expert in matters of law, tax, financing, surveying, structural conditions, hazardous materials, engineering, etc. Landlord(s) acknowledges that he/she has been advised by Realtor/Broker to seek professional expert assistance and advice in these areas of professional expertise. Landlord(s) recognizes that National Realty Centers, Inc. and their respective agents and employees involved in the leasing of said Property are relying on all information provided herein and/or supplied by Landlord(s). Landlord(s) agrees to indemnify and hold harmless National Realty Centers, Inc. their agents and employees, from any and all claims, demands, damages, lawsuits, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Landlord(s)/Landlord(s) sources and/or any negligence, misrepresentation, intentional acts, or concealment of facts by tenants/tenants sources.

**FACSIMILE / ELECTRONIC SIGNATURES:** The parties agree that this Agreement, and any counteroffer(s) or acceptance, may be delivered by use of facsimile or electronic means and that signatures, initials, and modifications (if any, and if signed and accepted by the parties) on facsimile or electronically transmitted documents are deemed valid and binding upon the parties as if the documents contained original signatures. The parties waive any Statute of Frauds defense to enforceability as a result of facsimile or electronic signatures. This Agreement may also be executed in counterparts and signed counterparts may be combined to make one Agreement, which shall be binding as if all signatures were on the same document.

**INFORMATION:** Landlord(s) agrees to provide Realtor/Broker or tenant with all information required by any law

**BINDING CONTRACT:** This contract shall be binding upon execution by Landlord(s) or Landlord(s) Agent and Realtor/Broker and/or the Agent of the Realtor/Broker. This contract shall also bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties

**ACKNOWLEDGEMENT:** The Landlord(s) has read, acknowledges, and accepts the terms of this Contract and has received a completed copy of this Contract.

\_\_\_\_\_  
Landlord(s):

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Accepted By, Agent for National Realty Centers, Inc

\_\_\_\_\_  
Date: