

EXCLUSIVE RIGHT TO RENT LISTING AGREEMENT (Montana)

Rental Property Listing Agreement

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MONTANA RENTAL LISTING AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.

1. DATE AND PARTIES

Date:

Owner/Landlord: _____ ("Owner")

Broker: _____, a licensed real estate brokerage in the State of
Montana, whose designated agent is _____, Montana License
No. _____ ("Listing Agent" and, together with Broker, "Broker").

2. PROPERTY DESCRIPTION

2.1 Property Address:

2.2 Unit No. (if applicable):

2.3 City: _____ County: _____ State: Montana Zip: _____

2.4 Legal Description (optional):

2.5 Included Common Areas/Amenities (if any):

3. INCLUDED AND EXCLUDED PROPERTY

3.1 Fixtures Included in Lease:

3.2 Appliances Included:

3.3 Personal Property Included:

3.4 Items Excluded:

4. RENTAL TERMS

4.1 Monthly Rent: \$ _____

4.2 Security Deposit: \$ _____

4.3 Lease Term: _____ (e.g., 12 months)

4.4 Earliest Acceptable Lease Start Date:

4.5 Pet Policy:

(a) Pet Deposit/Fee (if any): \$ _____ refundable nonrefundable (select one)

(b) Pet Restrictions/Breed/Weight Limits:

4.6 Utilities

(a) Utilities Included in Rent:

(b) Utilities Tenant Pays:

4.7 Occupancy Limits: Maximum of _____ occupants; use limited to residential purposes only.

4.8 Other Economic Terms (if any):

5. GRANT OF EXCLUSIVE RIGHT TO RENT

5.1 Exclusive Right. Owner grants Broker the exclusive and irrevocable right, during the Listing Term, to market the Property for lease and to procure a tenant ready, willing, and able to lease the Property on terms acceptable to Owner.

5.2 Compensation Regardless of Procuring Cause. If, during the Listing Term, a lease for the Property is executed or Owner agrees to lease the Property, Broker shall be entitled to the Commission as defined in Section 9, whether the tenant is procured by Broker, Owner, another broker, or any other person.

5.3 Cooperation. Broker may cooperate with other licensed brokers and may share or offer to share compensation pursuant to Section 9.4.

6. TERM AND PROTECTION PERIOD

6.1 Listing Term. Commences on _____ at _____ a.m. p.m. and expires on _____ at _____ a.m. p.m. ("Expiration Date") unless extended in writing.

6.2 Protection Period. For _____ days after the Expiration Date ("Protection Period"), Owner shall owe the Commission if Owner enters into a lease or rental agreement for the Property with any prospective tenant whose name Broker submitted to Owner in writing within _____ days after expiration. Broker shall provide such written list no later than _____ days after the Expiration Date.

6.3 Exception. No Commission is owed under Section 6.2 if, after expiration, Owner enters into a valid exclusive listing with another licensed Montana real estate broker and a lease is procured solely through that subsequent broker without use of Broker's list or marketing.

7. BROKER'S DUTIES

7.1 Marketing and Advertising. Broker will use commercially reasonable efforts to market the Property for lease, which may include placing signage (where permitted), online listings, syndication to third-party rental platforms, professional photography (if authorized), and distribution of marketing materials.

7.2 Showings. Broker will schedule and conduct showings and open houses (if authorized), and maintain a showing record.

7.3 Applications and Offers. Broker will present to Owner all completed applications, offers, or proposals received regarding the Property and will assist, as requested, in evaluating and negotiating same.

7.4 Lease Negotiation Support. Broker may assist in negotiating lease terms acceptable to Owner; final approval and execution remain the Owner's responsibility.

7.5 Legal Compliance. Broker will perform licensed real estate brokerage services consistent with applicable Montana real estate licensing laws and regulations.

7.6 No Management Services. Unless a separate written property management agreement is executed, Broker does not provide ongoing property management, rent collection, maintenance coordination, eviction services, or post-occupancy oversight.

8. OWNER/LANDLORD DUTIES

8.1 Accurate Information. Owner shall provide Broker accurate, current information regarding the Property, including rent terms, utilities, condition, zoning/use restrictions, HOA/COA rules (if any), and any known material defects affecting habitability or safety.

8.2 Disclosures. Owner shall disclose in writing all known defects, code violations, environmental or health hazards, water intrusion, mold conditions, pest infestations, lead-based paint (if applicable), or other conditions that may materially affect the Property or a tenant's health or safety.

8.3 Access and Utilities . Owner shall make the Property reasonably available for showings and inspections and shall maintain essential utilities on for showings and inspections , if necessary.

8.4 Maintenance and Compliance . Owner shall maintain the Property in rentable condition and comply with all applicable federal , state , and local landlord -tenant , housing , fair housing , habitability , building , occupancy , and health and safety laws and ordinances .

8.5 Review and Decisions . Owner shall timely review applications , screening reports , and proposed lease terms and make final approval or rejection decisions .

8.6 Costs . Owner is responsible for costs of repairs , compliance , make-ready , cleaning , and any rent-readiness expenses , unless otherwise agreed in writing .

9. BROKER COMPENSATION AND FEES

9.1 Commission Structure . Owner agrees to pay Broker , as a leasing commission ("Commission"), the following compensation (select one and complete):

(a) % of the total base rent payable over the initial Lease Term ; or

(b) A flat fee of \$; or

(c) Other :

9.2 Earned and Payable . The Commission is earned upon execution by Owner (or Owner's authorized representative) and tenant of a binding lease for the Property during the Listing Term (or during the Protection Period pursuant to Section 6) and is payable at the earlier of lease execution or tenant's possession , unless otherwise stated :

9.3 Extensions and Renewals . If the tenant introduced by Broker during the Listing Term renews , extends , or expands occupancy , Owner agrees to pay Broker additional commission of % of base rent for the renewal /extension term , or \$, if applicable . If not applicable , write "N/A":

9.4 Cooperating Brokers . Broker is authorized to offer and share compensation with a cooperating broker representing a tenant in an amount up to % of the Commission or \$

9.5 Commission on Owner -Leased Tenant . If , during the Listing Term or Protection Period , Owner leases the Property to any prospect introduced to the Property by Broker or identified on Broker's prospect list provided under Section 6.2 , the Commission is owed as set forth above .

9.6 Administrative /Marketing Fee (optional) : \$, payable

9.7 Failure to Perform . If a fully executed lease is obtained on terms authorized by Owner and Owner fails or refuses to execute or honor such lease without legal excuse , the Commission shall be deemed earned and immediately payable .

10. TENANT SCREENING AND APPLICATIONS

10.1 Applications Through Broker . Tenant applications may be submitted through Broker or Broker's designated application platform /vendor , subject to applicable law .

10.2 Screening Assistance . At Owner's request , Broker may assist in obtaining consumer reports , background checks , credit checks , rental history , and employment /income verification from third -party providers . Owner authorizes Broker to obtain such reports and to share results with Owner .

10.3 No Guarantee . Broker does not guarantee applicant qualifications , future performance , payment , conduct , or continued occupancy by any tenant .

10.4 Final Decision . Owner retains sole authority to approve or reject applicants and to set final lease terms , subject to fair housing and other applicable laws .

11. LEASE NEGOTIATION AND EXECUTION

11.1 Negotiation . Broker may assist in negotiating lease terms between Owner and an approved tenant .

11.2 Final Lease. Any lease shall be in a form acceptable to Owner . Owner is solely responsible for reviewing and approving all lease documents . Execution of any lease is by Owner or Owner's authorized representative only .

12. AGENCY RELATIONSHIP

12.1 Representation . Broker , through the Listing Agent, represents Owner as Owner's agent with respect to the marketing and leasing of the Property under this Agreement .

12.2 Designated Agency. If Broker practices designated agency, the Listing Agent is designated to act exclusively for Owner . Other agents within Broker's firm may be designated to represent prospective tenants , subject to applicable law and firm policy .

12.3 Dual/Transaction Representation . If permitted by law and with informed written consent of all parties , Broker may act in a dual capacity or facilitate a transaction . By initialing here, Owner consents to the possibility of dual or transaction representation in accordance with Montana law: Owner Initials :
.

12.4 Duties Owed. Broker's duties shall be as required under applicable Montana brokerage relationship laws and regulations and as further set forth in this Agreement .

13. OWNER REPRESENTATIONS AND WARRANTIES

13.1 Authority . Owner represents and warrants that Owner has full right , power , and authority to lease the Property and to enter into this Agreement , and that no other party's consent is required except as disclosed in writing to Broker .

13.2 Compliance. Owner represents that the Property complies , or will comply prior to occupancy, with applicable laws, codes, and regulations , including habitability and safety requirements , and that Owner will provide any required disclosures and notices .

13.3 Accuracy. All information provided by Owner to Broker regarding the Property is, to Owner's knowledge , true , correct , and not misleading , and Owner will promptly update Broker of any material changes .

14. TERMINATION, WITHDRAWAL, AND DEFAULT

14.1 Mutual Termination . This Agreement may be terminated at any time by mutual written agreement of the parties .

14.2 Owner Withdrawal . Owner may withdraw the Property from the rental market during the Listing Term only upon written notice to Broker . If, within the Listing Term or Protection Period, Owner leases the Property or enters into a lease in violation of this Agreement , the Commission set forth in Section 9 shall be owed .

14.3 Broker Termination for Cause. Broker may terminate this Agreement upon written notice if Owner breaches this Agreement or directs Broker to engage in illegal, discriminatory , or unethical conduct .

14.4 Effect of Termination . Termination does not relieve Owner of obligations that accrued prior to termination , including payment of any Commission earned or owing under this Agreement , or obligations under the Protection Period .

15. FAIR HOUSING COMPLIANCE

15.1 Non-Discrimination . The Property will be marketed and leased in compliance with all applicable federal , state, and local fair housing laws and regulations . Owner shall not instruct Broker to discriminate against any protected class or to publish discriminatory advertisements .

16. INSURANCE AND RISK

16.1 Owner Insurance. Owner shall maintain appropriate property and liability insurance for the Property, including vacancy coverage if applicable. Owner is advised to consult Owner's insurance professional regarding coverage during showings and prior to occupancy.

16.2 No Broker Liability for Tenant Conduct. Broker is not responsible for acts or omissions of any prospective or actual tenant or third parties, including damage to or loss of property, unpaid rent, performance under any lease, or compliance with lease terms.

17. MARKETING AUTHORIZATION AND PROPERTY ACCESS

17.1 Authorization. Owner authorizes Broker to advertise and market the Property for lease, including placement of "For Rent" signage (where permitted), online listings, and distribution of marketing materials.

17.2 Access. Owner authorizes Broker to use lockboxes, keys, or electronic access devices to show the Property to prospective tenants and licensed real estate professionals, subject to reasonable notice and safety precautions.

17.3 Photographs and Media. Owner authorizes Broker to create, edit, and use photographs, floor plans, video, virtual tours, and other media of the Property for marketing purposes.

17.4 Removal. Upon the earlier of lease execution or termination /expiration of this Agreement, Broker will use commercially reasonable efforts to remove or update online marketing and signage within a reasonable time.

18. NOTICES

18.1 Form of Notice. All notices under this Agreement shall be in writing and deemed given when delivered personally, by nationally recognized overnight courier, by certified mail return receipt requested, or by email with confirmation of transmission, to the addresses below or as later updated in writing.

18.2 Owner Notice Information

Name:

Address:

City/State/Zip:

Email:

Phone:

18.3 Broker Notice Information

Broker Firm Name:

Attn:

Address:

City/State/Zip:

Email:

Phone:

19. ENTIRE AGREEMENT AND MISCELLANEOUS

19.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior discussions and agreements.

19.2 Amendments. Any amendment or modification must be in a writing signed by Owner and an authorized representative of Broker.

19.3 Severability. If any provision is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

19.4 Assignment. Owner may not assign this Agreement without Broker's prior written consent. Broker may assign to an affiliated brokerage entity or successor in interest upon written notice.

19.5 Independent Contractor. Broker and its agents act as independent contractors and not as Owner's employees, partners, or joint venturers.

19.6 Governing Law and Venue. This Agreement is governed by the laws of the State of Montana . Venue for any action arising hereunder shall be in a court of competent jurisdiction located in _____ County, Montana .

19.7 Electronic Signatures; Counterparts . This Agreement may be executed in counterparts , including via electronic signature , each of which shall be deemed an original and all of which together constitute one instrument .

19.8 Time of the Essence Time is of the essence for all obligations under this Agreement .

19.9 Interpretation . Headings are for convenience only and do not affect interpretation . The term "including " means "including without limitation ."

20. DATA AND MARKETING AUTHORIZATION

20.1 Publication and Syndication. Owner authorizes Broker to publish Property information , images, and leasing terms on Broker's website , multiple listing platforms , and to syndicate to third -party rental websites and marketing channels .

20.2 Data License. Owner grants Broker a nonexclusive , royalty -free license during the Listing Term (and for a reasonable period thereafter) to use, reproduce , display , distribute , and create derivative works from Property media for marketing and recordkeeping .

20.3 Takedown Requests. Upon written request after termination or lease execution , Broker will use commercially reasonable efforts to request removal or suppression of syndicated content ; third -party removal timelines are outside Broker's control .

21. SPECIAL STIPULATIONS

21.1 Special Stipulations (if any). The following special terms , if any, are incorporated and control over conflicting pre-printed terms to the extent permitted by law:

22. AGENCY DISCLOSURE ACKNOWLEDGMENT

22.1 Acknowledgment . Owner acknowledges receipt of applicable Montana brokerage relationship disclosures and has had the opportunity to review and ask questions . Owner understands the roles and duties of Broker and the Listing Agent as disclosed .

Owner Initials :

Date :

23. WIRE FRAUD WARNING

23.1 Warning . Wire fraud is a serious risk. Before sending any funds , Owner agrees to independently verify wiring instructions by calling a known , trusted phone number for the intended recipient . Broker will not request changes to wiring instructions by email without verbal confirmation .

24. ADDITIONAL MONTANA-SPECIFIC NOTICES

24.1 State-Specific Notices . The following state-required or state-recommended notices , if any, are attached or will be provided prior to lease execution :

(a)

(b)

(c)

24.2 Lead-Based Paint (if applicable). For residential housing built prior to 1978, Owner will provide all required lead-based paint disclosures and pamphlets prior to lease execution .

25. SIGNATURES

OWNER PRINTED NAME 1

OWNER/LANDLORD:

Printed Name :

OWNER SIGNATURE 1

Signature :

Date :

OWNER DATE 1

OWNER ADDRESS 1

Address :

City/State/Zip:

Email:

Phone:

OWNER EMAIL 1

OWNER PHONE 1

OWNER PRINTED NAME 2

OWNER/LANDLORD (IF MULTIPLE OWNERS):

Printed Name :

OWNER SIGNATURE 2

Signature :

Date :

OWNER DATE 2

OWNER ADDRESS 2

Address :

City/State/Zip:

Email:

Phone:

OWNER EMAIL 2

OWNER PHONE 2

BROKER SIGNATURE

BROKER:

Brokerage Firm :

By (Authorized Representative):
Title :

Signature :

Date :

BROKER DATE

BROKER ADDRESS

Address :

City/State/Zip:

Email:

Phone:

BROKER EMAIL

BROKER PHONE

LISTING AGENT PRINTED NAME

LISTING AGENT:

Printed Name :

Montana License No.:

LISTING AGENT SIGNATURE

Signature :

Date :

LISTING AGENT DATE

LISTING AGENT EMAIL

Email:

Phone:

LISTING AGENT PHONE

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