

EXCLUSIVE RIGHT TO RENT LISTING AGREEMENT

This Exclusive Right to Rent Listing Agreement ("Agreement") is a legally binding contract. If not understood, seek competent legal advice.



THE MLS THAT DOES MORE

Alaska Rental Listing Agreement

DEFINITIONS; KEY TERMS

- 1.1 Landlord** means the owner or the authorized lessor of the Property.
- 1.2 Broker** means the real estate brokerage firm identified below, together with its affiliated licensees.
- 1.3 Property** means the real property described in Section 2, including all improvements and appurtenant rights.
- 1.4 Monthly Rent** means the monthly rental amount offered for the lease of the Property as set forth in Section 6.
- 1.5 Lease Term** means the intended duration of a tenant's lease as set forth in Section 6.
- 1.6 Commission** means the compensation payable to Broker as set forth in Section 9.
- 1.7 Effective Date** means the date this Agreement becomes effective, as set forth in Section 16 and the signature page.

KEY DATES AND LISTING DETAILS

Effective Date:

Listing Start Date:

Listing Expiration Date (11:59 p.m. Alaska Time):

Property Available Date for Occupancy:

Property Address:

City:

State: Alaska

Zip:

Borough/County:

Parcel/Tax ID:

Legal Description (if applicable):

Landlord Name(s):

Landlord Mailing Address:

Landlord Phone:

Landlord Email:

Brokerage Firm Name:

Broker License No.:

Firm License No.:

Designated Licensee/Agent:

License No.:

Broker Office Address:

Broker Phone:

Broker Email:

PROPERTY DESCRIPTION; IMPROVEMENTS; APPURTENANT RIGHTS

2.1 Property. The Property is located at the address above and includes all buildings, fixtures, and permanently affixed improvements, including, without limitation, built-in appliances, ceiling fans, attached lighting, window coverings, and all items deemed fixtures under Alaska law.

2.2 Appurtenant Rights. Appurtenant rights conveyed for leasing include the right of ingress and egress, parking, storage areas, and use of common elements (if any), together with any assigned parking spaces, mailbox, and keys/fobs/access devices.

2.3 Personal Property Included. The following personal property is included for tenant use:

. Additional

items: .

2.4 Exclusions. The following items are excluded and will be removed prior to tenant occupancy: .

GRANT OF EXCLUSIVE RIGHT TO RENT; LISTING TYPE

3.1 Grant. Landlord grants to Broker the exclusive and irrevocable right to market and procure a tenant for the Property during the term of this Agreement and to negotiate and present offers for Landlord's consideration.

3.2 Listing Type (select one):

Exclusive Right to Rent Listing (Broker earns Commission if the Property is leased during the term, whether by Broker, Landlord, or any other party)

Exclusive Agency Rental Listing (Broker earns Commission only if Broker or a cooperating broker procures the tenant; Landlord retains right to lease independently without Commission)

Other Listing Type:

3.3 Term. The listing commences on the Listing Start Date and expires on the Listing Expiration Date, unless earlier terminated as provided herein.

BROKER AUTHORITY AND DUTIES

4.1 Authority. Subject to Landlord's approvals where required by this Agreement, Broker is authorized to:

- Market the Property for lease at the Monthly Rent and Lease Term set forth herein or as later modified in writing;
- Advertise the Property through media and platforms selected by Broker, subject to Section 7;
- Cooperate with and offer compensation to other licensed brokers as set forth in Section 8;
- Present all offers and counteroffers; assist with negotiation of lease terms; and prepare lease documents on forms approved by Broker and permitted by law;
- Accept and hold application fees, screening fees, and deposits as permitted in Section 6.6 and Section 11; and
- Use electronic signatures and conduct communications electronically.

4.2 Duties. Broker will exercise reasonable skill and care, comply with Alaska law, timely present offers, and maintain required trust accounting for any funds received pursuant to this Agreement.

4.3 No Property Management Unless Separately Agreed. This Agreement is for marketing and leasing services only. Ongoing property management, rent collection after lease execution, maintenance coordination, or tenancy enforcement are not included unless a separate written property management agreement is executed.

LANDLORD REPRESENTATIONS; COVENANTS

5.1 Authority. Landlord represents and warrants having full authority to enter into this Agreement and to lease the Property, and that no third-party consent is required except as disclosed here:

5.2 Ownership/Title. Landlord represents good title to lease the Property and no pending actions or restrictions that materially impair leasing, except:

5.3 Compliance. Landlord represents to the best of Landlord's knowledge that the Property complies with applicable laws and habitability standards and that working smoke alarms are installed and, if applicable, carbon monoxide alarms, as required.

5.4 Utilities/Systems. Landlord represents the systems and appliances included are operational or Landlord will repair or disclose known defects prior to occupancy.

5.5 Lead-Based Paint. For any dwelling built prior to 1978, Landlord will provide the required lead-based paint disclosure and pamphlet to prospective tenants prior to lease execution.

5.6 HOA/Community Rules. If applicable, Landlord will provide any homeowner association rules, community guidelines, or covenants affecting tenancy and any required application/fees.

5.7 Keys/Access. Landlord will deliver all keys, codes, fobs, and remotes necessary for showings and tenant occupancy as directed by Broker.

5.8 Accuracy of Information. Landlord is responsible for the accuracy of information supplied to Broker and agrees to update Broker promptly if any material information changes.

5.9 Indemnity for Information Provided. Landlord will indemnify Broker against claims arising from inaccurate or incomplete information supplied by Landlord, subject to Section 19.

RENTAL TERMS AND LEASE PARAMETERS

6.1 Offered Monthly Rent: \$

6.2 Lease Term:

6.3 Security Deposit Authorized Maximum Amount to be Collected: \$

6.4 Other Deposits/Fees (select and complete as applicable):

Pet Deposit: \$

Nonrefundable Pet Fee: \$

Cleaning Fee: \$

Other: \$

6.5 Pets (select one):

No pets permitted

Pets permitted subject to approval, type/size/number limits:

Pets permitted; restrictions:

Service and support animals will be accommodated as required by law.

6.6 Holding/Security Deposits Handling. Broker is authorized to receive and hold application fees and holding deposits in Broker's real estate trust account and to disburse or refund such funds according to written agreements and applicable law.

6.7 Utilities Responsibility (select all that apply and specify):

Landlord Pays:

Electric

Gas/Propane

Water

Sewer

Trash

Internet

Cable/Satellite

HOA Dues

Snow Removal

Lawn Care

Other:

Tenant Pays:

Electric

Gas/Propane

Water

Sewer

Trash

Internet

Cable/Satellite

HOA Dues

Snow Removal

Lawn Care

Other:

6.8 Occupancy Limit. Maximum occupants: _____ persons. Use limited to residential occupancy only.

6.9 Included Parking/Storage (if any):

6.10 Appliances/Items Provided (check all that apply):

Range/Oven

Refrigerator

Microwave

Dishwasher

Washer

Dryer

Garage Remote(s):

Keys:

Fobs/Cards:

Other:

MARKETING AND ADVERTISING AUTHORIZATION

7.1 Authorization to Advertise (select one):

Authorized: Broker may advertise the Property, including address, photos, video, 3D tours, floor plans, rental terms, and features

Not Authorized: Broker may not advertise the Property

7.2 Media and Platforms. If authorized, Broker may use print, online portals, social media, signage, and syndication feeds selected by Broker, subject to Section 8.

7.3 Media Ownership. Marketing media created by Broker is owned by Broker and may be retained and reused for recordkeeping and marketing of Broker's services, excluding personally identifiable tenant information.

7.4 Landlord Materials. Landlord grants Broker a nonexclusive license to use Landlord-provided photos and materials for marketing during and after the term for recordkeeping.

MLS PARTICIPATION; BROKER COOPERATION

8.1 MLS Participation (select one):

List in MLS selected by Broker and syndicate to third-party websites

List in MLS selected by Broker but opt out of internet display

Do not list in any MLS

8.2 Broker Cooperation. Broker is authorized to cooperate with and offer compensation to other Alaska-licensed brokers representing tenants.

8.3 Offered Cooperating Compensation (select one and specify basis):

Flat Amount: \$

Percentage of one month's rent:

%

Percentage of total rent for initial Lease Term:

%

8.4 Variations. Broker may vary offered cooperating compensation where required by MLS rules or with Landlord's written approval.

COMMISSION; COMPENSATION STRUCTURE

9.1 Commission Earned. Commission is earned if, during the term of this Agreement, Landlord or any party procures a tenant who executes a lease for the Property, or if a lease is executed pursuant to a right first arising during the term.

9.2 Commission Due and Payable. Commission is due and payable upon the earliest of: (a) execution of a lease by Landlord and a tenant; or (b) Landlord's default after acceptance of an offer on agreed terms entitling Broker to Commission under this Agreement.

9.3 Commission Structure (select one and fill in):

Percentage of first month's rent: _____ % (applied to Monthly Rent)

Flat fee upon lease execution: \$ _____

Percentage of total rent for initial Lease Term: _____ %

Other: _____

9.4 Renewal/Extension Commission (select one):

Not applicable

If tenant renews or extends, Landlord will pay Broker a renewal commission of _____ % of one month's rent or \$ _____ per renewal term, payable upon renewal execution.

9.5 Offset and Collection. Landlord authorizes escrow/title/closing agent (if any) to disburse Commission to Broker from funds held. If no agent is involved, Landlord will remit Commission directly to Broker upon due date.

PROTECTION PERIOD

10.1 Duration. For _____ days after expiration or termination without default by Broker, Commission shall be payable if a lease is executed with any prospect to whom the Property was shown or with whom negotiations occurred during the term and whose name Broker provided to Landlord in writing no later than the earlier of expiration or five (5) days thereafter.

10.2 Exception. No Commission is due under this Section if the Property is listed under an exclusive right to rent agreement with another Alaska-licensed broker after expiration and during the protection period, and a lease is executed through that subsequent broker.

APPLICATION FEES; TENANT SCREENING AUTHORIZATION

11.1 Authorization (select one):

Authorized: Broker may collect application fees, obtain tenant screening reports (including credit, criminal, and rental history), and verify employment/income and references

Not Authorized: Broker may not conduct tenant screening

11.2 Screening Criteria. Landlord shall provide written screening criteria and any minimum income, credit score, or other standards:

11.3 Adverse Action. If screening is authorized, Broker may issue required adverse action notices on Landlord's behalf based on Landlord's stated criteria and applicable law.

SHOWING INSTRUCTIONS; ACCESS; LOCKBOX

12.1 Showing Instructions (select all that apply):

Appointment only

Call first

Go and show with lockbox

Occupied showings require 24-hour notice

Vacant; show anytime between _____ and _____

Other instructions:

12.2 Lockbox Authorization (select one):

Authorized: Broker may place a mechanical or electronic lockbox on the Property

Not Authorized: No lockbox permitted

12.3 Risk. Landlord acknowledges inherent risks of showings and lockbox use and agrees Broker is not an insurer of the Property. Landlord shall secure valuables and sensitive information.

PRICE CHANGES; MODIFICATIONS

13.1 Authority Required. Broker may not change Monthly Rent or material lease terms without Landlord's prior written consent.

13.2 Modifications. Any modification to this Agreement or the offered rental terms must be in a signed writing (including electronic signatures) by Landlord and Broker.

LANDLORD DISCLOSURES; CONDITION; REPAIRS

14.1 Condition. Landlord will deliver the Property in a clean, safe, and habitable condition meeting applicable health and safety codes at tenant move-in.

14.2 Disclosures. Landlord shall complete and provide all legally required disclosures, including lead-based paint (if built prior to 1978), mold or moisture conditions if known, well/septic information if applicable, and any HOA rules or municipal rental requirements.

14.3 Repairs. Landlord will timely complete agreed repairs or improvements prior to occupancy: _____ by _____.

FAIR HOUSING; ADA; SERVICE AND SUPPORT ANIMALS

15.1 Compliance. Broker and Landlord shall comply with federal, Alaska, and local fair housing laws. Landlord shall not instruct Broker to unlawfully discriminate.

15.2 Reasonable Accommodations/Modifications. Landlord agrees to consider reasonable accommodation and modification requests in accordance with applicable laws. Service and support animals are not pets and may not be subject to pet restrictions or fees except as allowed by law.

TERM; EARLY TERMINATION

16.1 Term. The term is as set forth in Section 1.7 and the Key Dates above.

16.2 Early Termination by Landlord. Landlord may terminate this Agreement before expiration by written notice to Broker effective _____ days after receipt; however, Commission remains payable for transactions then pending and as provided in Sections 9 and 10.

16.3 Early Termination by Broker. Broker may terminate for Landlord's material breach upon _____ days' written notice if uncured.

NOTICES

17.1 Delivery Methods (select all that apply):

- ☐ Personal delivery
- ☐ Certified mail to the mailing addresses above
- ☐ Email to the email addresses above
- ☐ Electronic signature platform notification

Other:

17.2 Effective Date of Notice. Notices are deemed delivered upon: personal delivery on that date; certified mail on the date shown on receipt; email or electronic platform on the date sent if sent before 5:00 p.m. Alaska Time, otherwise next business day.

TIME; DEADLINES; COMPUTATION

18.1 Time of the Essence. Time is of the essence for all deadlines.

18.2 Computation. If a deadline falls on a Saturday, Sunday, or Alaska legal holiday, the deadline extends to the next business day.

INDEMNIFICATION; LIMITATION OF LIABILITY

19.1 Landlord Indemnity. Landlord shall indemnify, defend, and hold harmless Broker and its affiliated licensees from claims, losses, damages, fines, penalties, and costs (including reasonable attorneys' fees) arising from: (a) inaccurate information supplied by Landlord; (b) Landlord's breach of this Agreement; (c) alleged defects or conditions of the Property; or (d) Landlord's failure to comply with law, except to the extent caused by Broker's gross negligence or willful misconduct.

19.2 Limitation. To the maximum extent permitted by law, Broker's liability to Landlord for claims arising out of this Agreement is limited to the amount of Commission actually paid to Broker under this Agreement, excluding amounts received for cooperating brokers, except for claims arising from Broker's gross negligence, willful misconduct, fraud, or violations that cannot be limited by law.

19.3 No Warranty. Broker makes no guarantee of tenant performance, payment, or future rental price.

DEFAULT; REMEDIES; DISPUTE RESOLUTION

20.1 Default. A party's failure to perform a material obligation under this Agreement after written notice and a _____ day cure period constitutes a default.

20.2 Remedies Elections (select all that apply):

- Specific performance where available
- Liquidated damages as stated in Section 20.3
- Recovery of actual damages
- Attorneys' fees and costs to prevailing party

20.3 Liquidated Damages (select one):

Not agreed

Agreed: If Landlord defaults after Broker procures a ready, willing, and able tenant on terms authorized by Landlord, Landlord shall pay Broker, as liquidated damages and not as a penalty, an amount equal to \$ _____ or _____ % of one month's rent, in lieu of other monetary damages but not in lieu of earned Commission where applicable.

20.4 Dispute Resolution Method (select one):

Mediation followed by litigation if unresolved

Binding arbitration

Court litigation without required mediation

Venue and governing law are as set forth in Section 24.

20.5 Interim Relief. Either party may seek temporary injunctive relief to preserve status quo pending final resolution, if permitted by the selected method.

SECURITY DEPOSIT HANDLING; TRUST ACCOUNTING

21.1 Authority. Broker is authorized to receive and hold security deposits, holding deposits, and prepaid rents in a Broker trust account and to disburse them according to written instructions and applicable law.

21.2 Transfer. Upon lease execution, Broker may transfer security deposit and any prepaid rent to Landlord or Landlord's property manager against receipt.

STATE-SPECIFIC PROVISIONS FOR ALASKA RESIDENTIAL RENTALS

22.1 Habitability; Essential Services. Landlord shall maintain the Property in a fit and habitable condition and ensure essential services as required by Alaska law and any applicable local ordinances.

22.2 Smoke and Carbon Monoxide Alarms. Landlord shall install and maintain required smoke alarms and, where applicable, carbon monoxide alarms, and test/replace batteries prior to occupancy.

22.3 Domestic Violence Protections. Landlord acknowledges certain tenant rights related to domestic violence or sexual assault may affect lease enforcement and early termination rights. Landlord agrees to comply with applicable legal requirements when notified.

22.4 Marijuana; Smoking. Landlord's policies regarding smoking and marijuana use on the Property are: . Landlord acknowledges Alaska law may permit certain personal use but that Landlord may set lawful restrictions in the lease.

22.5 Local Requirements. If the Property is within a jurisdiction with rental registration, inspection, or tax requirements, Landlord shall timely comply and provide proof upon request:

BROKER'S AGENCY; CONSENT TO DUAL/DESIGNATED AGENCY

23.1 Agency Relationship (select one):

Broker represents Landlord as a Landlord's agent

Other:

23.2 Consent to Dual Agency (select one):

Not consented

Consented: Landlord consents that Broker may represent both Landlord and a tenant in the same transaction in accordance with Alaska law and with written disclosure at the time of dual agency.

23.3 Designated Licensee. Broker may designate licensees to act for Landlord or tenant as permitted by Alaska law, with Broker acting as neutral broker as required.

GOVERNING LAW; VENUE

24.1 Governing Law. This Agreement is governed by the laws of the State of Alaska.

24.2 Venue. Any action shall be brought in a state court of competent jurisdiction in the Borough/County where the Property is located, Alaska, unless arbitration is selected.

ELECTRONIC SIGNATURES; COUNTERPARTS

25.1 Electronic Signatures. Electronic signatures and records are intended to be binding.

25.2 Counterparts. This Agreement may be executed in counterparts, which together constitute one instrument.

ENTIRE AGREEMENT; AMENDMENTS; SEVERABILITY; ASSIGNMENT

26.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes prior representations and agreements.

26.2 Amendments. Amendments must be in a signed writing by the parties.

26.3 Severability. If any provision is found unenforceable, the remainder shall remain in effect to the fullest extent permitted.

26.4 Assignment. Landlord may not assign this Agreement without Broker's prior written consent. Broker may assign to a successor brokerage in connection with a merger, acquisition, or sale of assets with notice to Landlord.

AUTHORITY OF SIGNATORIES

27.1 Each person signing warrants authority to bind the party on whose behalf the person signs. If Landlord consists of more than one person or entity, each is jointly and severally liable.

BROKER'S USE OF VENDOR REFERRALS; NO WARRANTY; REFERRAL DISCLOSURE

28.1 Broker may refer vendors or service providers as a convenience only and does not warrant their performance. Landlord is free to select any vendor.

CONFIDENTIALITY; DATA; RECORDING

29.1 Broker may collect, store, and use Property-related data and communications to provide services, comply with legal obligations, and maintain records. Broker may not disclose Landlord's nonpublic personal information except as authorized or required by law.

29.2 No unauthorized audio or video recording of showings by Broker. Landlord is responsible for compliance with applicable recording laws for any surveillance devices at the Property.

ADDITIONAL TERMS

30.1 Additional Terms and Special Stipulations:

ADDENDA AND DISCLOSURES ATTACHED (CHECK ALL THAT APPLY)

Lead-Based Paint Disclosure (pre-1978)
Mold/Moisture Disclosure
Well/Septic Disclosure
HOA/Community Rules and Regulations
Fair Housing Information
Brokerage Services Disclosure
Agency Disclosure and Consent
Lockbox Authorization Addendum
Photo/Media Authorization
Tenant Selection Criteria
Move-In/Move-Out Condition Form
Property Information Sheet
Lease Form (Proposed)
Utility Responsibility Disclosure
Other:

COMPENSATION ACKNOWLEDGMENTS AND INSTRUCTIONS

Total Commission Due: \$ _____ or _____ %
as elected in Section 9.3

Payable to Brokerage Firm:

Payment Method/Instructions:

COOPERATING BROKER OFFER (IF ANY, PER SECTION 8.3)

Amount/Basis:

Conditions:

SIGNATURES

BROKER

SIGNATURE:

DATE:

PRINTED NAME:

BROKERAGE FIRM NAME:

LICENSE NO.:

DESIGNATED LICENSEE/AGENT:

LICENSE NO.:

ENTITY LANDLORD (IF APPLICABLE)

ENTITY NAME:

BY (AUTHORIZED SIGNER):

TITLE:

DATE:

LANDLORD

SIGNATURE:

DATE:

PRINTED NAME:

LANDLORD: 2

SIGNATURE:

DATE:

PRINTED NAME:

RECEIPT OF COPIES

Landlord acknowledges receipt of a fully executed copy of this Agreement.

Landlord Initials:

/

Broker/Agent Initials:

This form is provided as a courtesy to My State MLS members and is open-source for use by any real estate professional who wishes to use it. **THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS TERMS, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING.**