

EXCLUSIVE RIGHT TO RENT LISTING AGREEMENT

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ARKANSAS

RENTAL LISTING AGREEMENT

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

PARTIES; EFFECTIVE DATE; KEY TERMS

1.1 Landlord. Seller/Landlord Name:

1.2 Broker. Brokerage Firm Name:

Arkansas License No.:

Principal Broker:

Arkansas License No.:

Office Address:

Phone:

Email:

1.3

Property.

Property

Address:

County:

Legal Description (if applicable):

Parcel/Tax ID:

1.4 Defined Terms.

Landlord means the owner(s) identified in Section 1.1, including any authorized representative signing below.

Broker means the brokerage identified in Section 1.2 and its affiliated licensees.

Property means the real property identified in Section 1.3, together with all improvements and appurtenant rights.

Monthly Rent means the monthly rental price for the Property stated in Section 6.1.

Lease Term means the intended duration of the tenant's occupancy stated in Section 6.1.

Commission means the compensation owed to Broker as stated in Section 8.

Effective Date means the date this Agreement is fully signed by Landlord and Broker.
Effective Date:

LISTING TYPE; GRANT OF EXCLUSIVE AUTHORITY; TERM

2.1 Listing Type (select one):

Exclusive Right to Rent Listing

Exclusive Agency Rental Listing

Other Listing Type:

2.2 Grant of Authority. For the Listing Term, Landlord grants to Broker the exclusive and irrevocable right to market the Property for lease, solicit and procure tenants, negotiate terms, and present offers, subject to Landlord's final approval and Section 5.

2.3 Listing Term. Commencing on: _____ and expiring at 11:59 p.m. on: _____, unless terminated earlier as provided herein (the Listing Term).

2.4 Extension. If a lease is under negotiation in writing at expiration, the Listing Term shall automatically extend through 11:59 p.m. on _____ for the limited purpose of completing such negotiation, unless earlier terminated in writing by Landlord.

PROPERTY DESCRIPTION; ACCESS; INCLUDED ITEMS

3.1 Improvements and Appurtenant Rights. The Property includes all improvements, fixtures, and appurtenant rights, including any assigned parking, storage, mailboxes, common area privileges, and right to use community amenities, if any.

3.2 Included Personal Property (if any):

3.3 Excluded Items (if any):

3.4 Access. Landlord shall provide Broker with: (a) a full set of keys/fobs/remotes; (b) codes; and (c) reasonable access for showings, inspections, and move-in preparations.

BROKER'S AUTHORITY AND DUTIES

4.1 Broker is authorized to: (a) market and advertise the Property; (b) place signage; (c) list the Property in databases as elected in Section 7; (d) receive and present applications and offers; (e) negotiate non-binding letters of intent and lease proposals subject to Landlord's approval; (f) coordinate showings; (g) collect application fees and screening information as elected in Section 9; and (h) receive and hold security deposits only as expressly authorized in Section 10.

4.2 Broker shall: (a) exercise reasonable skill and care; (b) comply with Arkansas license law and fair housing laws; (c) timely present offers; (d) account for funds in Broker's possession; and (e) disclose material facts actually known to Broker that are not readily observable and that could materially affect a tenant's decision.

LANDLORD'S REPRESENTATIONS AND OBLIGATIONS

5.1 Authority. Landlord represents having full authority to enter this Agreement and to lease the Property, including authority of any association, lender, or co-owner as applicable.

5.2 Accuracy. Landlord shall provide accurate information regarding the Property, rents, utilities, HOA/COA rules, and any restrictions, and promptly update Broker of material changes.

5.3 Condition and Compliance. Landlord represents the Property will be delivered in habitable condition and in compliance with applicable health, safety, housing, and building codes, and will maintain utilities necessary for showings.

5.4 Disclosure. Landlord shall disclose known material defects and conditions, including environmental, pest, mold/moisture, lead-based paint for pre-1978 housing, flood history or location in a Special Flood Hazard Area, and any known methamphetamine contamination or remediation, if applicable.

5.5 Cooperation. Landlord agrees to cooperate with Broker's marketing efforts, provide timely responses to applications and offers, and not advertise or list the Property with any other brokerage during an exclusive listing, except as specifically permitted for an Exclusive Agency Rental Listing.

RENTAL TERMS AND LEASE PARAMETERS

Monthly Rent: \$

Lease Term:

Anticipated Lease Commencement:

Security Deposit: \$ _____ Pet Deposit/Fees (if any): \$ _____

Application Fee (if any): \$

Late Fee: \$ _____ or _____ % after _____ days late.

Returned Payment Fee: \$

Key/Fob/Remote Deposits or Fees (if any): \$

Paid by Landlord:

Paid by Tenant:

6.4 Occupancy Limits. Maximum occupants: _____ persons, subject to applicable laws.

No pets permitted

No pets permitted

Pets permitted with the following limits/fees:

Pets considered case-by-case

Assistance animals must be reasonably accommodated as required by law.

Smoking prohibited on

Smoking prohibited on/in Property

Smoking permitted only in the following areas:

Landlord's form

Landlord's form

Broker's standard lease form

Attorney-prepared lease form

Other:

6.8 Landlord Approval. Any lease shall be subject to Landlord's written approval and signature. Broker is not authorized to bind Landlord to a lease unless Landlord signs the lease.

**MARKETING; MLS PARTICIPATION; BROKER COOPERATION;
SIGNAGE**

Yard/Window Signage Authorized

Yard/Window Signage Authorized

Internet Advertising Authorized

Print Advertising Authorized

Open Houses Authorized

Social Media Advertising Authorized

Broker is authorized to submit the listing to a multi-

Broker is authorized to submit the listing to a multiple-listing service or listing database

Do NOT submit the listing to a multiple-listing service or listing database

If listed, Broker may disseminate listing data and photos to participant brokers and public portals consistent with MLS/data feed rules, subject to Landlord's elections in Section 7.3.

Photos/Media.

Broker may create and publish photos, videos, floor plans, virtual tours.

Do NOT publish interior photos.

Blur or omit occupant personal items upon request.

Listing Syndication.

Allow syndication to public websites.

Do not syndicate to public websites.

Property Address Display.

Display full address

Do not display address

7.4 Broker Cooperation (select one):

Offer of cooperation to other brokers and payment of cooperating compensation as stated in Section 8.4

No offer of cooperation to other brokers

7.5 Signage (select one):

Broker may place "For Rent" signage and directional signs consistent with local rules

No signage authorized

COMMISSION; COMPENSATION; PROTECTION PERIOD

8.1 Commission Earned. Landlord agrees to pay Broker the Commission if, during the Listing Term, a lease of the Property is executed with any tenant, whether procured by Broker, Landlord, or any other person, consistent with the Listing Type selected in Section 2.1.

8.2 Commission Structure (select one or more and fill in applicable blanks):

Flat Fee Commission of \$ _____, payable as stated in Section 8.3

Percentage Commission of _____ % of the total gross rent for the initial Lease Term

Monthly Commission of _____ % of Monthly Rent, payable for _____ months

Hybrid: \$ _____ plus _____ % of total gross rent

8.3 Time of Payment. Commission is due and payable upon the earliest of: (a) full execution of a lease by Landlord and tenant; (b) tenant's taking possession; or (c) Landlord's breach preventing consummation after tenant's ready, willing, and able acceptance on terms approved by Landlord.

8.4 Cooperation/Co-Brokerage Compensation (if offering cooperation in Section 7.4):

Cooperating Broker Compensation (select one):

_____ % of Commission

\$ _____ flat

Other:

8.5 Renewals/Extensions. If the initial tenant later renews, extends, expands, or otherwise continues occupancy, Landlord shall pay Broker an additional Commission of _____ % of the gross rent for the renewed/extended term or \$ _____, as applicable, unless "No Commission on renewals" is selected:

No Commission on renewals

8.6 Early Termination by Landlord. If Landlord terminates this Agreement before expiration other than for Broker's uncured material breach after written notice and _____ days to cure, Landlord shall pay Broker:

\$ _____ termination fee

_____ % of the Commission that would have been due upon leasing

No termination fee.

8.7 Commission Protection Period. For _____ days after expiration or termination (Protection Period), Commission is payable if Landlord executes a lease with any prospective tenant to whom the Property was submitted or who inquired, toured, or negotiated during the Listing Term and whose name(s) Broker furnishes to Landlord in writing no later than _____ days after expiration. This does not apply if Landlord enters into a new exclusive right to rent listing for the Property with another Arkansas-licensed broker after expiration.

TENANT SCREENING; APPLICATIONS; FAIR HOUSING

9.1 Authorization (select one):

Broker is authorized to collect applications, application fees, screen applicants, obtain consumer reports, verify income/employment, rental history, and criminal records to the extent permitted by law

Broker is NOT authorized to screen; Landlord will handle all screening directly

9.2 Criteria. If Broker is authorized to screen, Landlord shall provide written, objective screening criteria and any adverse action procedures to Broker:

9.3 Adverse Action. Landlord is solely responsible for decisions regarding acceptance/denial and for compliance with federal and state consumer reporting and fair housing laws.

9.4 Fair Housing. Parties shall comply with all applicable fair housing, accessibility, and anti-discrimination laws. Reasonable accommodations and modifications will be addressed in accordance with applicable law.

SECURITY DEPOSIT; TRUST FUNDS

10.1 Handling (select one):

Landlord will collect and hold the security deposit in Landlord's account

Broker is authorized to collect and hold the security deposit in Broker's trust/escrow account

10.2 Amount; Purpose. Security Deposit amount in Section 6.1 shall secure tenant's obligations under the lease. Disposition of deposits shall be handled in accordance with the lease and applicable law.

10.3 Prepaid Rent/Other Funds. Any prepaid rent or other trust funds received by Broker shall be deposited and accounted for in accordance with Arkansas law and returned or disbursed as directed by Landlord and consistent with law.

SHOWING INSTRUCTIONS; LOCKBOX; ACCESS DEVICES

11.1 Showing Instructions (select all that apply):

Appointment only with Broker

Courtesy call/text to occupant

Go and show (vacant)

24-hour notice required

Do not disturb occupant

Other:

11.2 Lockbox Authorization (select one):

Authorized. Landlord authorizes Broker to install and use a mechanical or electronic lockbox to facilitate showings and access

Not authorized

11.3 Risk Allocation. Landlord acknowledges that while lockboxes facilitate marketing, they involve inherent risks. Broker is not an insurer of the Property and is not liable for loss or damage not caused by Broker's negligence or willful misconduct.

PRICE CHANGES; MODIFICATIONS

12.1 Changes to Listing Terms. Landlord may authorize changes to price and terms by written instruction to Broker. Any material modification of this Agreement must be in a signed writing per Section 19.

12.2 Advertising Updates. Broker is authorized to update public remarks and advertising to reflect authorized changes.

LANDLORD DISCLOSURES; PROPERTY CONDITION

13.1 Required/Customary Arkansas Disclosures.

Lead-Based Paint Disclosure for residential dwellings built before 1978 (if applicable).

Flood risk and prior flood damage or water intrusion known to Landlord (if any).

Known material defects, latent conditions, environmental hazards, mold/moisture issues, pest infestations, and any prior methamphetamine contamination or remediation (if any).

HOA/COA rules, fees, and use restrictions affecting tenants (if any).

13.2 Occupancy Status (select one):

Vacant

Owner-occupied

Tenant-occupied; current lease expires on:

13.3 Cleaning/Readiness. Landlord shall deliver the Property professionally cleaned and in good repair prior to tenant move-in unless otherwise agreed:

FAIR HOUSING; ADVERTISING CONTENT

14.1 Compliance. Broker will not publish discriminatory statements or limitations. Landlord shall not direct Broker to violate fair housing laws.

14.2 Approval. Landlord authorizes Broker to create advertising consistent with law and industry standards. Landlord may review and request reasonable revisions.

INDEMNIFICATION; LIMITATION OF LIABILITY

15.1 Landlord Indemnity. To the extent permitted by law, Landlord shall indemnify, defend, and hold harmless Broker and its affiliated licensees from third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from: (a) inaccurate information supplied by Landlord; (b) Landlord's breach of this Agreement; (c) Property conditions not caused by Broker; or (d) Landlord's failure to comply with law; except to the extent caused by Broker's negligence or willful misconduct.

15.2 Limitation. Broker's total liability to Landlord for claims arising out of this Agreement shall not exceed the Commission actually paid to Broker, except for claims arising from Broker's gross negligence, willful misconduct, or amounts covered by applicable insurance.

15.3 No Warranty. Broker does not guarantee that the Property will be leased, the rental price that may be obtained, or the performance of any tenant.

DEFAULT; REMEDIES; DISPUTE RESOLUTION

16.1 Default by Landlord. If Landlord materially breaches this Agreement, Broker may pursue all remedies at law or in equity, including recovery of earned Commission and proven damages.

16.2 Default by Broker. If Broker materially breaches, Landlord may terminate after written notice and _____ days to cure, and seek available remedies for proven damages.

16.3 Remedies Elections (select all that apply; does not waive other lawful remedies):

Liquidated damages for early termination by Landlord of \$ _____
(if selected in Section 8.6)

Specific performance of cooperation obligations

Mediation as a condition precedent to arbitration/litigation (see Section 16.4)

16.4 Dispute Resolution Method (select one):

Mediation followed by binding arbitration if not resolved within _____ days

Mediation followed by litigation in court if not resolved within _____ days

Direct litigation in court without mediation

Administering organization and rules (if arbitration selected):

Location:

16.5 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to reasonable attorneys' fees and costs, except as limited by law or Section 15.2.

NOTICES; DELIVERY; ELECTRONIC COMMUNICATIONS

17.1 Notice Methods (select all that apply):

Personal delivery

Certified mail to mailing addresses below

Email to the email addresses below

Electronic signature/transaction platform notice

Commercial courier

17.2	Landlord	Notice	Address:
------	----------	--------	----------

Email:	Phone:
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17.3	Broker	Notice	Address:
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Email:	Phone:
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17.4 Effective Date of Notice. Notices are effective upon delivery or, if mailed certified, on the date of receipt or first attempted delivery, whichever occurs first.

TIME; DEADLINES; COMPUTATION

18.1 Time is of the essence for all payments, approvals, and deliveries under this Agreement.

18.2 Days mean calendar days. If a deadline falls on a Saturday, Sunday, or legal holiday in Arkansas, the deadline moves to the next business day.

ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS; ELECTRONIC SIGNATURES

19.1 Entire Agreement. This Agreement is the entire understanding between the parties regarding listing and leasing of the Property and supersedes all prior discussions and representations on this subject.

19.2 Amendments. Any amendment must be in a writing signed by both parties.

19.3 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by electronic signature, each of which is deemed an original and together constitute one instrument.

AUTHORITY OF SIGNATORIES

20.1 Individuals/Entities. Each person signing represents they have authority to bind the party for whom they sign. If Landlord is an entity, Landlord shall deliver evidence of authority upon request:

20.2 Multiple Owners. Each Landlord appoints the other(s) as agent for all acts under this Agreement and agrees that notice to one is notice to all, unless Landlord checks: Require signatures/notices to all owners.

STATE-SPECIFIC PROVISIONS FOR ARKANSAS RESIDENTIAL RENTALS

21.1 Brokerage Compliance. Broker shall comply with Arkansas Real Estate Commission requirements related to trust accounts, advertising, agency disclosures, and recordkeeping. Landlord acknowledges receipt or availability of any required agency disclosures from Broker.

21.2 Habitability and Safety. Landlord will maintain the Property consistent with applicable Arkansas health and safety requirements and promptly address conditions that materially affect health or safety once known or notified.

21.3 Lead-Based Paint (Pre-1978). For pre-1978 residential housing, Landlord shall provide the required disclosure form and EPA pamphlet prior to lease execution and retain evidence of delivery.

21.4 Flood and Disaster Disclosures. If known, Landlord shall disclose prior flood damage, flood insurance claims, and whether the Property is in a Special Flood Hazard Area, and advise tenant to evaluate flood insurance needs.

21.5 Carbon Monoxide/Smoke Alarms. Landlord will ensure any required smoke alarms and, if fuel-burning appliances or attached garage are present, carbon monoxide alarms are installed and operational at move-in.

21.6 Association/Local Rules. Landlord shall provide tenant with any HOA/COA or local ordinances affecting parking, short-term rentals, or occupancy limits, and obtain approvals as necessary.

21.7 Security Devices/Keys. Landlord shall provide necessary keys/fobs/remotes and comply with any lawful rekeying or security device obligations between tenancies.

BROKER'S RELATIONSHIP; INSURANCE; TAXES

22.1 Independent Contractor. Broker is an independent contractor and not Landlord's employee, property manager, or attorney unless separately engaged in writing.

22.2 No Property Management. This Agreement does not constitute a property management agreement. Ongoing rent collection, repairs coordination, and tenant relations after lease execution are not Broker's duties unless the parties enter a separate written property management agreement.

22.3 Insurance/Taxes. Landlord remains responsible for Property insurance, taxes, and compliance with lender or association requirements.

CONFIDENTIALITY; OFFERS; MULTIPLE APPLICATIONS

23.1 Confidentiality. Broker will keep Landlord's confidential information confidential except as authorized or required by law or as necessary to perform this Agreement.

23.2 Multiple Applications. Landlord authorizes Broker to receive and process multiple applications and to continue marketing until a lease is fully executed, unless Landlord instructs otherwise in writing.

HOLDOVER AND BACK-UP APPLICATIONS

24.1 Back-Up. If a pending applicant fails to perform within agreed timelines, Landlord authorizes Broker to consider back-up applicants without further amendment, consistent with any good-faith commitments already made.

PHOTOGRAPHY; INTELLECTUAL PROPERTY

25.1 License. Landlord grants Broker a nonexclusive, royalty-free license to create, use, reproduce, edit, and distribute photographs, videos, floor plans, and descriptions of the Property for marketing during the Listing Term and for historical/portfolio use thereafter. If Landlord does not own interior artwork or third-party content, Landlord will advise Broker:

25.2 Removal After Lease. Upon Landlord's written request after lease execution, Broker will make commercially reasonable efforts to remove online listings within a reasonable period.

ASSIGNMENT; SUCCESSORS; SEVERABILITY

26.1 Assignment. Neither party may assign this Agreement without the other's prior written consent, except Broker may assign to an affiliated brokerage entity under common control and license.

26.2 Successors. This Agreement binds and benefits the parties and their successors and permitted assigns.

26.3 Severability. If any provision is held invalid, the remainder shall remain in full force.

GOVERNING LAW; VENUE

27.1 Governing Law. Arkansas law governs this Agreement.

27.2 Venue. Any action or proceeding arising out of or related to this Agreement shall be brought in a state court of competent jurisdiction located in _____ County, Arkansas, or as otherwise agreed in Section 16.4 if arbitration is selected.

KEY DATES; DEADLINES; LISTING SNAPSHOT

28.1 Key Dates.

Listing Term Start: _____

Listing Term End: _____

Protection Period End: _____

Media/Advertising Go-Live: _____

Application Review Target: _____

Lease Execution Target: _____

28.2 Listing Snapshot.

Offered Monthly Rent: \$ _____

Minimum Lease Term: _____

Security Deposit: \$ _____

Pets: _____ Not allowed _____ Allowed _____ Case-by-case _____

Cooperation Offered: _____ Yes _____ No _____

Lockbox: _____ Yes _____ No _____

MLS/Data Feed: _____ Yes _____ No _____

ATTACHMENTS; ADDENDA; DISCLOSURES

(CHECK ALL THAT APPLY)

Lead-Based Paint Disclosure (pre-1978)
Fair Housing Information Notice
Flood/Water Intrusion Disclosure
Property Condition Disclosure
HOA/COA Rules and Regulations
Rental Application Criteria and Process
Tenant Selection Criteria Acknowledgment
Lease Form (proposed)
Photography/Media Authorization Addendum
Utility Providers/Allocation Addendum
Pet Addendum/Rules
Smoke/CO Alarm Acknowledgment
Mold/Moisture Disclosure and Guidelines
Other: _____

SIGNATURES

LANDLORD SIGNATURE 1

Landlord Signature:

LANDLORD DATE 1

Date:

LANDLORD PRINTED NAME 1

Landlord Printed Name:

LANDLORD SIGNATURE 2

Landlord Signature:

LANDLORD DATE 2

Date:

LANDLORD PRINTED NAME 2

Landlord Printed Name:

LANDLORD MAILING ADDRESS

Landlord Mailing Address:

LANDLORD EMAIL

Landlord Email:

LANDLORD PHONE

Phone:

BROKER SIGNATURE

Broker Signature:

BROKER DATE

BROKER PRINTED NAME

Broker Printed Name:

Date:

Brokerage Firm Name:

Arkansas License No.:

Office Address:

Broker Email:

Phone:

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.