

EXCLUSIVE RIGHT TO RENT AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT ("AGREEMENT"). IF NOT FULLY UNDERSTOOD, WE RECOMMEND CONSULTING AN ATTORNEY BEFORE SIGNING.

I/WE _____ ("LANDLORD") the
 LANDLORD _____ of _____ property located
 at _____
 ("PROPERTY") do hereby give you,
 _____ ("LISTING
 BROKER")

the exclusive right to rent the PROPERTY for \$ _____ from 12:01 A.M. on ____/____/20____ until 11:59 P.M. on
 ____/____/20____ ("LISTING PERIOD") and to make an offer of compensation to all brokers and agents authorized under law to receive a
 commission. OWNER and LISTING BROKER agree that they are contractually bound by this AGREEMENT as of the Effective Date.

No part of this AGREEMENT is intended to, nor shall it be interpreted to, establish or imply any contractual relationship between the
 LANDLORD and MyStateMLS. Furthermore, MyStateMLS has not participated in or influenced any of the terms outlined in this AGREEMENT,
 including but not limited to the commission to be paid.

COMPENSATION

1. The LANDLORD hereby agrees to pay the LISTING BROKER a total commission of _____.
 Owner agrees that said commission shall be split with Cooperating Brokers in the following ways:

If the Cooperating Broker is a Landlord's Agent _____ % of the rental price or \$ _____. If
 the Cooperating Broker is a Broker's Agent _____ % of the rental price or \$ _____.

If the Cooperating Broker is a Tenant's Agent _____ % of the rental price or \$ _____. This _____ OWNER INITIAL
 commission is offered to any and all qualified real estate professionals authorized under law to receive
 commission.

COMMISSION EARNED AND OWNER(S) OBLIGATIONS AFTER THE EXPIRATION/TERMINATION OF AGREEMENT

2. A commission shall be deemed earned and payable under the following circumstances: (a) if the LISTING BROKER or a cooperating broker introduces a
 tenant who is ready, willing, and able to lease the PROPERTY on terms acceptable to the LANDLORD; (b) if, through the efforts of the LISTING BROKER
 or a cooperating broker, the LANDLORD and a prospective tenant reach agreement on all essential terms of a lease transaction; (c) if the PROPERTY is
 rented or possession is transferred by the LANDLORD at any time during the term of this LISTING AGREEMENT, regardless of whether the lease or
 delivery of possession results directly from the LISTING BROKER's efforts or from the actions of the LANDLORD or any other party not operating under
 this AGREEMENT; (d) if the LISTING BROKER or a cooperating broker is determined to be the procuring cause of the transaction. If, within _____ days
 following the expiration or termination of the LISTING PERIOD, the LANDLORD accepts a rental offer, signs a lease, rents the PROPERTY, or otherwise
 delivers possession to any individual to whom the PROPERTY was shown during the LISTING PERIOD, the LANDLORD agrees to compensate the
 LISTING BROKER with the stated commission or fee as though the rental had been secured by the LISTING BROKER, provided a valid lease is executed
 or possession is granted. This obligation shall not apply if, after the expiration or termination of this AGREEMENT, the LANDLORD in good faith enters
 into a new exclusive rental listing agreement for the PROPERTY with a different real estate broker licensed in the State of New York.
3. If the LANDLORD cancels this LISTING AGREEMENT or revokes the LISTING BROKER's authority granted under it before the
 expiration of the LISTING PERIOD, the LISTING BROKER shall retain all contractual rights, including but not limited to the right to
 recover the agreed-upon commission, reimbursement for advertising costs, and/or any other damages resulting from the
 LANDLORD's early termination.

LANDLORDS' REPRESENTATIONS AND OBLIGATIONS

4. The LANDLORD represents that all legal requirements, including but not limited to rental permits, certificates of occupancy, and any other necessary
 governmental approvals to establish and maintain the rental unit covered by this AGREEMENT, have been obtained and are currently valid. The
 LANDLORD further agrees to act in good faith at all times, to assist the LISTING BROKER in carrying out their duties, and to fully cooperate with the
 LISTING BROKER in the effort to secure a tenant and complete the transaction contemplated by this AGREEMENT.

MARKETING

5. The LANDLORD authorizes the LISTING BROKER to use their professional judgment in selecting the most suitable marketing strategy for the
 PROPERTY. The LISTING BROKER agrees to make reasonable efforts to secure a tenant who is ready, willing, and able to rent the PROPERTY, and
 may carry out marketing efforts that include various forms of advertising.

AUTHORIZATION FOR "FOR RENT" SIGN AND OTHER SERVICES

6. LISTING BROKER _____ (is) _____ (is not) authorized to place a "For Rent" sign on the PROPERTY. (Check one)
7. LISTING BROKER _____ (is) _____ (is not) authorized to use a lockbox. (Check one)
8. LANDLORD _____ (gives permission) _____ (does not give permission) to the LISTING BROKER to share keys to the PROPERTY with cooperating brokers. (Check
 one)

PROPERTY FOR (NOT FOR) SALE

9. LANDLORD represents that the PROPERTY _____ (is) _____ (is not) for sale (Check one). If the PROPERTY is presently for sale, the name of the
 listing sales broker, if any, is _____. The LANDLORD further agrees that if the PROPERTY is listed for sale at any point
 during the term of this AGREEMENT, or any extension of it, the LANDLORD will promptly notify the LISTING BROKER of the name of the listing sales
 broker. The LISTING BROKER shall have the right, at their sole discretion, to terminate this AGREEMENT upon such notice.

If the PROPERTY is sold by the LANDLORD to any party with whom the LISTING BROKER or a cooperating broker has been in negotiation during the term of this AGREEMENT, or any extension thereof, the LISTING BROKER shall be entitled to a selling commission in the amount of _____ percent of the final sales price. This selling commission shall also be earned and payable to the LISTING BROKER if a tenant secured by the LISTING BROKER purchases the PROPERTY during the time period covered by this AGREEMENT, regardless of whether or not a formal lease agreement is in place. The commission becomes due and payable upon the sale and transfer of title to the PROPERTY, whether to the tenant or to any other party with whom the LISTING BROKER has been negotiating during the term of this AGREEMENT. However, the LANDLORD shall not be required to pay such commission if, following the expiration of this AGREEMENT, the LANDLORD enters into a new and valid listing agreement in good faith with another real estate broker licensed in the State of New York, and that broker earns a commission under the terms of that subsequent agreement.

CREDIT REPORTS

10. LANDLORD ____ (does) ____ (does not) hereby authorizes LISTING BROKER to obtain credit reports to the extent permissible by law with respect to any prospective tenant and to provide same to and for the benefit of LANDLORD (Check one).

USE OF AUDIO RECORDING DEVICES

11. LANDLORD is advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by having any device (or devices) recording, streaming, or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential tenant is viewing the property, the LANDLORD understands that the listing agent must disclose the presence of the device. The property (check one) does ____ does not ____ have a device that can mechanically overhear a conversation.

ADDITIONAL POINTS

12. Additional Points, if any:

ALL MODIFICATIONS TO BE MADE IN WRITING

13. The LANDLORD and the LISTING BROKER agree that any change, amendment, modification, or termination of this AGREEMENT shall not be valid or enforceable unless it is made in writing and signed by both parties.

MAINTENANCE OF PROPERTY

14. The LANDLORD is responsible for the condition and maintenance of the PROPERTY, including utilities, snow removal, and lawn care. The LANDLORD agrees to indemnify and hold harmless the LISTING BROKER and any cooperating brokers from any claims resulting from personal injuries occurring on the PROPERTY or from the loss or damage of personal property, except in cases where such claims arise from the gross negligence of the LISTING BROKER or cooperating broker. In the event of such a claim, the LANDLORD shall have the right to choose legal counsel, subject to the reasonable approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

ESCROW AND RECOVERY OF FEES

15. (a) Escrow. If, for any reason, the LISTING BROKER is not paid the compensation specified in this AGREEMENT on the due date, the LANDLORD shall establish an escrow account with a party mutually agreed upon by both the LISTING BROKER and the LANDLORD, or with a title insurance agent or company. The LANDLORD shall deposit into that escrow account an amount equal to the agreed-upon compensation. These funds shall remain in escrow until the parties' entitlement to the funds is resolved by one of the following: (i) a written agreement between the parties, (ii) an arbitration decision, (iii) an order issued by a court of competent jurisdiction, or (iv) another method mutually agreed upon in writing.
(b) ~~Attorney Fees.~~ In any legal action, arbitration, or proceeding brought to enforce any provision of this AGREEMENT, or to seek damages resulting from a breach, the prevailing party shall be entitled to recover reasonable attorney fees, court costs, and related expenses, including fees for expert witnesses and investigators. If the LISTING BROKER retains legal counsel to pursue payment of any commission owed under this AGREEMENT and successfully recovers all or part of the amount due—whether or not formal legal action is initiated—the LANDLORD agrees to reimburse the LISTING BROKER for the reasonable attorney fees, costs, and related expenses incurred.

INDEMNITY

16. If any claim or legal action is brought against the LISTING BROKER or any cooperating broker as a result of the LISTING BROKER or cooperating broker following the lawful instructions of the LANDLORD, or relying on any statements or representations made by the LANDLORD in connection with this AGREEMENT, including but not limited to matters concerning the legality of the PROPERTY, the LANDLORD agrees to defend, indemnify, and hold harmless the LISTING BROKER or cooperating broker in connection with such claim or action. In such a case, the LANDLORD shall have the right to choose legal counsel, subject to the reasonable approval of the LISTING BROKER and/or cooperating broker, which approval shall not be unreasonably withheld.

COPYRIGHT NOTICE

17. The LANDLORD authorizes the LISTING BROKER to upload and use any photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing details, or other copyrightable material related to the PROPERTY (collectively referred to as "LISTING CONTENT"), whether created by the LISTING BROKER, provided by the LANDLORD, or obtained by other means, in a listing content compilation owned by MyStateMLS. The LANDLORD acknowledges and agrees that this compilation is the exclusive property of MyStateMLS, which retains all rights to publish, distribute, or otherwise use the compilation in any form of media it deems appropriate. The LISTING CONTENT may be combined with content from other listings maintained by MyStateMLS participants and displayed on various websites or digital platforms, becoming part of copyrightable data managed under agreements between the LISTING BROKER and third parties. By submitting any LISTING CONTENT to MyStateMLS, the LISTING BROKER is authorized to, and does, grant MyStateMLS the right to include that content in its copyrighted compilation and in statistical reports. If any LISTING CONTENT is provided by the LANDLORD to the LISTING BROKER for inclusion in the MyStateMLS compilation, the LANDLORD represents and warrants that they either (1) hold all necessary intellectual property rights, including copyright ownership of such content, or (2) possess a nonexclusive, perpetual, royalty-free, worldwide license to use, distribute, display, create derivative works from, and publicly perform the content, and have the right to grant sublicenses to others through multiple levels.

18. The LANDLORD grants the LISTING BROKER a non-exclusive, irrevocable, worldwide, royalty-free license to use, reproduce, publish, display, distribute, and create derivative works from the LISTING CONTENT, and to sublicense those rights through multiple tiers. The LANDLORD agrees to indemnify and hold harmless the LISTING BROKER against any claims of intellectual property infringement arising from the use of such content.

The LANDLORD further acknowledges and agrees that, as between the LANDLORD and the LISTING BROKER, all LISTING CONTENT created or developed by either party shall be deemed the exclusive property of the LISTING BROKER, and the LANDLORD shall hold no right, title, or interest in such content.

ACKNOWLEDGEMENT

19. The LANDLORD affirms that he or she has read and understands this LISTING AGREEMENT and acknowledges receipt of a copy. All prior oral or written agreements between the parties are hereby merged into this AGREEMENT, and the parties agree that their relationship shall be governed solely by the terms of this AGREEMENT. This AGREEMENT constitutes the entire understanding between the parties and may only be modified in writing, signed by both the LANDLORD and the LISTING BROKER. This LISTING AGREEMENT shall be binding upon the parties, and their respective heirs, successors, and assigns, as of the EFFECTIVE DATE. For the purposes of this AGREEMENT, "LANDLORD" refers to each and all individuals or entities holding an ownership interest in the PROPERTY, and the undersigned LANDLORD represents that he or she is the sole and exclusive owner and is fully authorized to enter into this AGREEMENT. In this AGREEMENT, words in the neuter include the masculine and feminine, the singular includes the plural, and the plural includes the singular, as the context may require. The LANDLORD and the LISTING BROKER understand that any extension of this AGREEMENT must be made in writing, and that automatic renewals are expressly prohibited pursuant to 19 NYCRR §175.15. Any change to this LISTING AGREEMENT that would render the PROPERTY unavailable for rent through MyStateMLS, including but not limited to withdrawal, cancellation, reduction in the term of the listing, or termination, must be made in writing and signed by the LISTING BROKER or an authorized representative or manager in order to be valid and enforceable.

EQUAL OPPORTUNITY IN HOUSING

20. LANDLORD and LISTING BROKER agree that the above listed property is to be listed and marketed in compliance with all Federal, State, Municipal and Local fair housing, human rights and civil rights laws concerning discrimination in the sale/rental of properties. LANDLORD and LISTING BROKER agree not to discriminate against any Protected Class in the sale/rent of the Property.

21. PLEASE INITIAL BELOW

____/____ **EXPLANATION:** An "exclusive right to rent" listing means that if you, the LANDLORD of the PROPERTY, find a tenant for your house, or if another broker finds a tenant, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the LANDLORD of the PROPERTY, find a tenant, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the renting broker and your present broker.

PARTIES SIGNATURE

LANDLORD

Date: _____

LANDLORD

Date: _____

LISTING BROKER (Auth. Rep)

Date: _____

LISTING AGENT

Date: _____

The "EFFECTIVE DATE" of this Agreement shall be latest date entered alongside the parties'

signatures