

**LISTING CONTRACT
(RENT OR LEASE)**

This Listing Agreement is intended solely for properties to be submitted, whose members are governed by the Bylaws and Rules & Regulations, Inc., and the Bylaws.

RENTAL OR LEASE AGREEMENT CONTRACT

In exchange for the mutual promises set forth in this agreement, the undersigned Lessor/Seller and Broker/Agent hereby agree to the following terms:

(1) The Lessor/Seller _____
hereby EXCLUSIVELY lists for rent, lease, sale, or _____
Brokerage
exchange with as sole and exclusive agent, the following
described property: _____

Address _____ City _____ State _____ ZIP _____

Legally described as, or parcel # _____

Lessor/Seller warrants he/she has the legal right to rent, lease, sell, exchange, and convey the above-described property.

(2) Price _____ Terms _____

(3) From _____ to _____/_____/_____ inclusive, and give possession _____

(4) The Listing Broker/Agent agrees to make every reasonable effort to rent, lease, or sell the property through both Multiple Listing and direct outreach. Additionally, the Broker/Agent will promptly submit this listing, along with any updates or sales information, which will then distribute the listing details to all members of the service, at no expense to the Lessor/Seller.

Lessor/Seller acknowledges that Broker compensation is not set by law and is fully negotiable.

(5) **Listing Brokerage Compensation – Rent/Lease** - The Lessor/Seller agrees to compensate the Listing Broker as follows (select one option, or if both options are selected, the higher amount will apply):

☐ Lessor/Seller agrees to pay the Listing Brokerage a _____.
compensation of \$ ☐ Lessor/Seller agrees to pay the Listing _____ % of the total rent due over the life of the lease term
Brokerage a compensation of ☐ Other: _____

The compensation shall be due whether the property is rented or leased by the Lessor/Seller, Broker, any of Broker's agents, or any other party during the term of this agreement or any extensions. The Listing Broker is entitled to compensation as outlined in paragraph 5 upon the signing of the lease or as defined in Section 16 (Other Terms). Additionally, the Listing Broker will be compensated as specified in paragraph 8 at the time of closing the sale or immediately upon the Seller's breach of the Purchase Contract. The Listing Broker is also entitled to compensation if the property is rented, leased, sold, or otherwise transferred within _____ days after the expiration of this agreement or any extension (referred to as the "protection period") to anyone with whom the Lessor/Seller, Broker, or their agents negotiated, presented, or personally showed the property prior to the expiration, provided the Lessor/Seller has received written notice, including the name and address of the prospective tenants, before the expiration of this agreement or any extension. However, the Lessor/Seller is not obligated to pay compensation if a valid listing agreement is entered into with another licensed real estate broker during the protection period, and the property is rented or leased within that period.

BUYER INITIALS

SELLER INITIAL

Address	City	State	ZIP
---------	------	-------	-----

(6) **Lessee Brokerage Compensation – Rent/Lease** – The Lessor/Seller agrees to compensate the Lessee Brokerage upon the signing of the lease or as outlined in Section 16 (Other Terms) (select one option, or if both are selected, the higher amount will apply):

- ☐ Lessor/Seller agrees to pay the Lessee Brokerage a compensation of \$.
- ☐ Lessor/Seller agrees to pay the Lessee Brokerage a compensation of _____ % of the total rent due over the life of the lease term
- ☐ Other: _____

The compensation for the Lessee Brokerage is paid separately from the Listing Brokerage compensation. The Lessor/Seller authorizes the Listing Brokerage to inform the Lessee or Lessee Brokerage that any requests for Lessee Brokerage compensation must be included in any submitted offer.

Compensation shall not be referenced in any Multiple Listing Service (MLS), nor should it be included in any documents submitted to the MLS or any related MLS service.

Compensation is a negotiable aspect of a real estate transaction. If the agreed compensation for the Lessee Brokerage in an accepted offer is lower than the amount the Lessor/Seller has agreed to pay in Section Six (6), the Lessor/Seller shall retain the difference.

Broker fees are not established, regulated, recommended, suggested, or enforced by any association, listing service, or law.

(7) The Lessor/Seller agrees to promptly forward to the Broker the contact details of all potential tenants, buyers, or brokers who reach out to the Lessor/Seller for any reason, including their names and addresses.

If the undersigned fails to select an option under either Section 8 or Section 9 by correctly marking a box and supplying the required details, that section will be considered null and will not apply.

(8) **Listing Brokerage Compensation – For Sale:** Broker compensation is not determined by law and is entirely open to negotiation. The payment for services provided by the Broker is exclusively a negotiated matter between the Broker and their Client, and cannot be established, influenced, suggested, or enforced by any individual who is not a party to this Agreement. In exchange for the duties performed by the Brokerage, the Seller agrees to compensate the Listing Brokerage—either at the time the property sale is finalized or immediately if the Seller breaches the Purchase Contract—with the following amount (select one option; if both are selected, the higher amount shall apply):

- ☐ Seller agrees to pay to the Listing Brokerage a compensation of _____ % of the Sale price. The sale price is defined as the total gross amount stated in the Purchase Contract, including any subsequent Amendments, and shall not be decreased by any credits, prepaid items, or other concessions provided to the Buyer(s).
- ☐ Seller agrees to pay Listing Brokerage a compensation of \$.

(9) **Buyer Brokerage Compensation – For Sale:** The Seller agrees to provide compensation to the Buyer's Brokerage either upon the successful closing of the property sale or immediately if the Seller defaults on the Purchase Contract. The compensation shall be as follows (select one option, or if both are selected, the higher amount will apply):

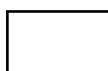
- ☐ Seller agrees to pay to the Buyer Brokerage a compensation of up to _____ % of the Sale price. The sale price refers to the total gross amount stated in the Purchase Contract, including any modifications or amendments, and shall not be adjusted downward due to any buyer credits, prepaid items, or other concessions offered to the Buyer(s).
- ☐ Seller agrees to pay Buyer Brokerage a compensation of up to \$.

Compensation to the Buyer's Brokerage is separate from and in addition to the Listing Brokerage's compensation. The Seller authorizes the Listing Brokerage to disclose and/or advertise to the Buyer or the Buyer's Brokerage that any request for Buyer Brokerage compensation, if applicable, must be included as part of any submitted offer.

Compensation details shall not be disclosed within any Multiple Listing Service (MLS) listing, nor shall they appear in any documents uploaded to the MLS or any related platform or service.

Compensation is a term open to negotiation in any real estate transaction. If the amount of compensation for the Buyer's Brokerage, as outlined in an accepted offer, is less than what the Seller has agreed to pay in Section Nine (9), the Seller shall keep the difference.

Broker fees are not established, regulated, endorsed, or influenced by any professional association, listing service, or legal requirement.



BUYER INITIALS

SELLER INITIAL

Address _____ City _____ State _____ ZIP _____

(10) The Lessor/Seller warrants and represents that no government agency has served any notice to Lessor/Seller requiring repairs, alterations or corrections of any existing conditions EXCEPT (if none state so) _____

11) Equipment and Fixtures to be included in the property are: _____

(12) Seller permits use of: Keys ☒ Yes ☐ No; Lockbox ☒ Yes ☐ No; Yard Sign ☒ Yes ☐ No; Internet ☒ Yes ☐ No

Interior photos/video ☐ Yes ☒ No;

(13) Is there any audio/video surveillance of the property? ☒ Yes ☐ No

(14) The property owner is hereby advised that the lockbox is not intended or manufactured to serve as a security device. It is the Seller's responsibility to inform any tenants of this accordingly.

(15) Authorize the listing agent to inform other agents with competing offers that there are multiple offers ☒ YES ☐ NO

(16) Other Terms: _____

(17) ☐ Other form(s) attached (please _____)

NOTICE: Any notification required under this Agreement will be considered delivered when received through hand delivery, fax, electronic communication, or certified mail.

IF A RENT, LEASE, OR PURCHASE AGREEMENT IS ACCEPTED DURING THE TERM OF THE LISTING, THE PROVISIONS OF THIS LISTING AGREEMENT SHALL REMAIN IN EFFECT UNTIL THE TRANSACTION IS COMPLETED.

**The Lessor/Seller(s) request the Broker to prepare and complete required forms as allowed by Iowa law.
(Iowa Supreme Court Rule 118A.3)**

THIS PROPERTY IS OFFERED WITHOUT DISCRIMINATION BASED ON RACE, COLOR, CREED, SEX, AGE, RELIGION, NATIONAL ORIGIN, MENTAL OR PHYSICAL DISABILITY, GENDER IDENTITY, FAMILIAL STATUS, OR SEXUAL ORIENTATION. FOR TRANSACTIONS IN ILLINOIS, THIS ALSO INCLUDES ANCESTRY, MARITAL STATUS, AGE, AND ANY OTHER CLASS PROTECTED UNDER ARTICLE 3 OF THE ILLINOIS HUMAN RIGHTS ACT.

THIS AGREEMENT IS LEGALLY ENFORCEABLE. If you do not fully understand it, seek advice from an attorney of your choice.

Lessor/Seller's Signature Date

Lessor/Seller's Signature Date

Print Name (First Name, Middle Initial, Last Name)

Print Name (First Name, Middle Initial, Last Name)

Address _____ City _____ State _____

ZIP Phone _____ L _____

Broker Office _____ Agent Signature: _____

Office Phone _____ Agent e-mail _____

