

AGREEMENT TO PROCURE TENANT
(To be used only with NCAR Form 101)

No management services will be provided in relation to this Agreement, including, but not limited to, performing any credit or criminal background checks, preparing a lease agreement, or handling or collecting any security deposit and/or rent payments.

Property Address: _____

The following additional provisions hereby modify the Exclusive Right to Sell Listing Agreement (the "Listing Agreement") for the Property between the Seller: _____
and Firm: _____, effective
on the date this Agreement to Procure Tenant is executed by both parties.

1. EXCLUSIVE AGENCY TO PROCURE TENANT: For a period lasting until the earlier of the expiration of the Listing Agreement or the execution of a lease, the Seller grants the Firm an exclusive agency to secure a prospective tenant for the Property at the rental rate and terms specified below, or at a rate and terms mutually agreed upon in writing by the Seller and any tenant. **The Seller confirms that, as of the start date of this Agreement to Procure Tenant, they are not engaged in any lease correct for the Property with another firm.**

If the Seller enters into a lease agreement for the Property, the Listing correct (check only ONE) will: ☐ shall terminate upon the execution of such lease agreement OR ☐ shall remain in full force and effect until the expiration of the term of the Listing Agreement or earlier termination.

2. SELLER'S RIGHT TO LEASE: The Seller retains the right to lease the Property during the term of this Agreement without being liable for any compensation to the Firm, to any tenant secured by the Seller. If the Seller leases the Property, the Seller must promptly notify the Firm in writing, including the name of the tenant. Upon the Firm's receipt of such notice, this Agreement to Procure Tenant will terminate. However, if the parties have specified in paragraph 1 above that the Listing correct will remain in full force and effect after the Seller enters into a lease correct, the Listing Agreement will continue for the remainder of its term.

3. COORDINATION WITH LISTING AGREEMENT: Unless otherwise stated herein, all applicable provisions of the Listing Agreement, including but not limited to the "Marketing" provision, shall also apply to this Agreement to Procure Tenant, with necessary adjustments in wording as the context requires, such as substituting the term "Landlord" for "Seller," "Lease" for "Sale," and "Tenant" for "Buyer."

4. LEASE TERMS:

RENTAL PERIOD/RATE: ☐ Yearly \$ _____ ☐ Monthly \$ _____ **SECURITY DEPOSIT:** _____

PETS: ☐ NOT ALLOWED ☐ ALLOWED **NONREFUNDABLE PET FEE** (if pets allowed): \$ _____

TYPE OF PET PERMITTED (if pets allowed): _____

PERSONAL PROPERTY (INCLUDING APPLIANCES): _____

SERVICES/FEES INCLUDED IN RENT, (if any) (i.e., water, utilities.): _____

POSSESSION DATE: _____ **OTHER TERMS:** _____

5. SERVICES: In exchange for the Seller's agreement to enter into this Agreement to Procure Tenant, the Firm agrees to make diligent efforts to find a prospective tenant for the Property. Firm shall refer any prospective tenants (*check ONE*) ☐ to Seller ☐ to the following property management firm: _____.

My State MLS of Real Estate®, Inc.

Individual agent initials _____ Seller initials _____

This is not a property management services agreement. If the Firm procures any management services at the Seller's request, it is understood and agreed that the Firm will only act as the procurer for the Seller and will not incur any liability or responsibility related to any services obtained or provided on the Seller's behalf. **Any lease shall be entered into in the Seller's name, and the Seller agrees that the Firm shall have no responsibility regarding such lease, including but not limited to the tenant's performance or obligations thereunder.**

6. COMPENSATION: The Seller agrees to compensate the Firm as outlined below if the Seller enters into a lease for the Property during the term of this Agreement to Procure Tenant:

(a) **Amount of Compensation:**

☐ _____ % of the first full month's rent

☐ \$ _____

☐ Other (specify): _____

(b) **Time of Payment:** Seller will pay the compensation:

☐ Within _____ calendar days after entering into a lease for the Property

☐ Other (specify): _____

7. COOPERATION WITH/COMPENSATION TO OTHER FIRMS: The Firm has informed the Seller of the Firm's company policies regarding cooperation and the amount(s) of compensation that will be offered to Cooperating Real Estate Firms in connection with leasing the Property. The Seller authorizes the Firm to (Check ALL applicable authorizations):

☐ Collaborate with subagents acting on behalf of the Seller and provide them with the specified compensation: _____; and/or

☐ Work together with tenant agents representing the tenant and provide them with the outlined compensation: _____; and/or

☐ Collaborate with and compensate other participating Real Estate Firms per the Firm's attached guidelines.

8. ADDITIONAL TERMS AND CONDITIONS. The following additional terms and conditions are also incorporated into this Agreement to Procure Tenant: _____

If there is a conflict between this addendum and the Exclusive Right to Sell Listing Agreement, the Agreement to Procure Tenant shall prevail.

The My State MLS of Real Estate®, Inc. does not represent the legal validity or sufficiency of any provision of this form in any particular transaction.

Seller Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Entity Seller: _____
(Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____

Name: _____

Title: _____

Date: _____

Firm: _____

Real Estate Firm Name

By: _____ Date: _____

Individual agent signature **Amy King**