EXCLUSIVE RIGHT TO RENT LISTING AGREEMENT (TEXAS)

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Rental Listing Agreement

TEXAS RENTAL LISTING AGREEMENT

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

Effective Date: ______________________

1. PARTIES

This Agreement is entered into between:

Landlord: ______________________

(Name(s) of all property owners)

Address: ______________________

Phone: ______________________

Email: ______________________

and

Broker: ______________________

(Legal Name of Real Estate Brokerage Firm)

Address: ______________________

Phone: ______________________

Email: ______________________

Landlord hereby appoints Broker as Landlord's sole and exclusive agent to market and procure a tenant for the real property described below.

2. THE PROPERTY

The real property subject to this Agreement ("Property") is located in the City of ______________________, County of ______________________, State of Texas, and is subject to the Texas Property Code and the Texas Real Estate License Act, and is commonly known as:

Street Address: ______________________

Unit/Apt #: ______________________

Zip Code: ______________________

Tax Parcel ID / APN: ______________________

Legal Description (if available): ______________________

The Property includes the land, all improvements thereon, and all appurtenant rights, unless specifically excluded. The following items are included in the rental:

3. GRANT OF EXCLUSIVE RIGHT TO RENT

Landlord grants Broker the exclusive and irrevocable right to act as Landlord's agent to market the Property for lease and procure a tenant upon the terms set forth in this Agreement or upon other terms acceptable to Landlord.

Listing Type:

☐ **Exclusive Right to Rent Listing:** Broker is entitled to the Commission if the Property is leased during the Listing Term by anyone, including the Landlord.
☐ **Exclusive Agency Rental Listing:** Broker is entitled to the Commission if the Property is leased during the Listing Term by anyone except the Landlord. If Landlord procures a tenant without Broker's assistance, no Commission is due.

4. LISTING TERM AND RENTAL PRICE

4.1. Listing Term. This Agreement shall commence on ("Listing Start Date") and shall terminate at 11:59 PM on ("Listing End Date") (the "Listing Term"). Either party may terminate this Agreement early in accordance with Section 4.4 (Early Termination).

4.4. EARLY TERMINATION (TEXAS)

Either party may terminate this Agreement at any time before the Listing End Date by giving the other party not less than thirty (30) days' written notice. Upon early termination:

(a) Broker is entitled to reimbursement for all out-of-pocket marketing expenditures authorized by Landlord; and

(b) Broker remains entitled to any Commission earned prior to the effective date of termination or that becomes payable under the Protection Period described in Section 7.3.

All termination rights in this Section 4.4 are in addition to those available under the Texas Real Estate License Act and the common law of agency.

4.3. Price Changes. Landlord may authorize changes to the Monthly Rent or other terms by providing written instructions to Broker.

5. BROKER'S AUTHORITY AND DUTIES

5A. EXPLANATION OF BROKERAGE SERVICES (TEXAS)

5A.1. Information About Brokerage Services (IABS). Texas law (Tex. Occ. Code §1101.558 and TREC Rule §531.20) requires that a broker provide the TREC "Information About Brokerage Services" form to prospective landlords and tenants at the first substantive communication. Landlord acknowledges receipt of the IABS form prior to signing this Agreement.

5A.2. Agency Relationships. Broker will act as Landlord's agent for the purpose of marketing and leasing the Property. Broker's duties include the statutory duties of obedience, loyalty, disclosure, confidentiality, accounting, and reasonable care as required by Texas law.

5A.3. Intermediary Status. If Broker represents both Landlord and a prospective tenant in the same transaction, Broker may act as an "intermediary" in accordance with Tex. Occ. Code §1101.559, provided Landlord gives written consent. Landlord hereby ☐ authorizes / ☐ does not authorize Broker to act as intermediary. (Check one.)

Use diligent efforts to procure a ready, willing, and able tenant for the Property.

Offer cooperation and compensation to other licensed real estate brokers.

Describe and advertise the Property as authorized by Landlord.

Place "For Rent" signs on the Property.

Access the Property for marketing and showing purposes.

Obtain and review rental applications and tenant screening reports.

Present all offers and applications to Landlord in a timely manner.

Assist in the negotiation of a lease agreement.

6. LANDLORD'S REPRESENTATIONS AND OBLIGATIONS

6.1. Authority. Landlord represents and warrants that Landlord is the legal owner of the Property or has the legal authority to enter into this Agreement and any resulting lease.

6.2. Disclosures. Landlord agrees to complete and provide to Broker all disclosures required by federal or Texas law, including without limitation: (a) Lead-Based Paint Disclosure for properties built before 1978; (b) the Texas Property Code §92.0131 "Notice of Tenant's Remedies for Landlord's Failure to Install Smoke Alarms"; (c) any applicable Property Condition or Seller's/Landlord's Disclosure Notice promulgated by TREC; (d) disclosure of any prior flooding under Texas Property Code §92.0135; and (e) any municipal, MUD, PID, or utility district notices that are legally required. Landlord certifies that all information provided will be true and correct.

6.3. Cooperation. Landlord agrees to cooperate with Broker in the marketing and showing of the Property and to refer all inquiries concerning the Property to Broker during the Listing Term.

6.4. Property Condition. Landlord agrees to maintain the Property in a habitable and showable condition and in compliance with all applicable laws.

7. COMPENSATION TO BROKER (COMMISSION)

7.1. Commission Amount. Landlord agrees to pay Broker a commission ("Commission") as follows (select one or more):

☐ A fee of $.
☐ A fee equal to % of the total gross rent for the initial Lease Term.
☐ A fee equal to the first full month's rent.
☐ Other:

Commission amounts are negotiable and are not set or recommended by the Texas Real Estate Commission, any association of REALTORS®, or any governmental authority.

7.2. Commission Earned. The Commission is earned and shall be paid to Broker if, during the Listing Term, any of the following occur:

Broker procures a tenant on the terms specified herein or other terms acceptable to Landlord.

The Property is leased, conveyed, or otherwise transferred to anyone through any means.

Landlord enters into a contract for sale of the Property.

7.3. Protection Period. If within days after the expiration or cancellation of this Agreement, the Property is leased to any person to whom the Property was shown or with whom Broker or any other broker negotiated during the Listing Term, Landlord agrees to pay the Commission to Broker. This clause shall not apply if Landlord has entered into a valid listing agreement with another licensed real estate broker. The protection period shall not exceed six (6) months unless otherwise agreed in writing, in compliance with Tex. Occ. Code §1101.651.

8. MARKETING AND ADVERTISING

Landlord authorizes Broker to market and advertise the Property as Broker deems appropriate.

☐ **Multiple Listing Service (MLS).** Landlord authorizes Broker to submit information about the Property to one or more Multiple Listing Services (MLS).
☐ Landlord does not authorize Broker to submit information to an MLS.
☐ **Internet Advertising.** Landlord authorizes Broker to display information and photographs of the Property on the internet, including Broker's website, third-party rental websites, and social media.
☐ Landlord does not authorize internet advertising.
☐ **Signage.** Landlord authorizes Broker to place a "For Rent" sign on the Property.
☐ Landlord does not authorize a sign on the Property.

9. SHOWINGS AND ACCESS TO PROPERTY

9.1. Showing Instructions. Broker shall arrange showings as follows:

9.2. Lockbox Authorization.

☐ **Authorization.** Landlord authorizes Broker to place a key-safe / lockbox on the Property to allow access for showings by Broker and other licensed professionals. Landlord acknowledges that unauthorized persons may gain access to the Property and its contents and releases Broker and its agents from all liability for any loss or damage.
☐ **No Authorization.** Landlord does not authorize the use of a lockbox.

10. TENANT SCREENING AND LEASE PARAMETERS

10.1. Tenant Screening.

☐ Landlord authorizes Broker to obtain and review, on Landlord's behalf, credit reports, eviction history, criminal background checks, and other screening reports for prospective tenants. The cost of such reports, typically paid by the applicant, shall be $ __________ per applicant.
☐ Landlord does not authorize Broker to conduct tenant screening.

10.2. Lease Parameters. Landlord directs Broker to seek a tenant based on the following terms:

Lease Term:	__________
Security Deposit:	$ __________
Pets:	☐ Allowed ☐ Not Allowed. If allowed, specify restrictions/deposits: __________
Utilities Paid by Landlord:	__________
Utilities Paid by Tenant:	__________
Occupancy Limit:	__________ persons.

10.3. Security Deposit Handling.

☐ Broker is authorized to collect and hold the security deposit in Broker's trust account in accordance with the Texas Property Code and TREC Rule §535.146.
☐ Landlord will collect and hold the security deposit directly and will comply with all requirements of Texas Property Code Chapter 92, Subchapter C.

11. FAIR HOUSING

The Property will be offered and shown to all persons without regard to race, color, religion, sex, handicap, familial status, national origin, or any other class protected by federal, state, or local law. In addition, the Property will be offered in compliance with the Texas Fair Housing Act (Tex. Prop. Code Chapter 301).

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

Landlord agrees to indemnify and hold Broker harmless from any and all claims, damages, costs, and expenses, including reasonable attorney's fees, arising from or related to (a) any incorrect information supplied by Landlord, (b) any material facts concerning the Property that Landlord failed to disclose, or (c) any injury or damage occurring at the Property. Broker shall not be responsible for the security of the Property or for any loss or damage to personal property.

13. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be resolved as follows:

☐ Mediation. The parties agree to first attempt to resolve the dispute through mediation with a mutually agreeable mediator. The cost of mediation shall be shared equally.
☐ Arbitration. Any dispute not resolved by mediation shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall be entitled to recover reasonable attorney's fees and costs.
☐ Litigation. Disputes shall be resolved by litigation in a court of competent jurisdiction in the county where the Property is located.

14. DEFAULT AND REMEDIES

If Landlord defaults under this Agreement, Landlord shall be liable to Broker for the Commission as if a lease had been executed. If Broker defaults, Landlord may terminate this Agreement and pursue available legal remedies.

14A. LEGAL COMPLIANCE (TEXAS)

The parties agree that all activities under this Agreement will be performed in compliance with (i) the Texas Real Estate License Act (Tex. Occ. Code Chapter 1101), (ii) all rules promulgated by the Texas Real Estate Commission, and (iii) all other applicable federal, state, and local statutes, ordinances, and regulations.

15. NOTICES

All notices required under this Agreement shall be in writing and shall be deemed delivered when:

☐ Delivered in person.
☐ Sent by a recognized overnight courier service.
☐ Sent by certified mail, return receipt requested.
☐ Sent by email to the email addresses listed in Section 1.

16. GENERAL PROVISIONS

16.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict-of-law principles.

16.5. TEXAS BROKER NOTICE AND RECOVERY FUND INFORMATION

Texas law requires that all real estate license holders give the following notice: "A BROKER IS NOT A LAWYER. YOU SHOULD CONSULT AN ATTORNEY BEFORE SIGNING ANY LEGAL DOCUMENT." Information about the Texas Real Estate Recovery Trust Account is available upon request from the Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188.

16.3. Electronic Signatures. The parties agree that this Agreement may be executed by electronic signatures, which shall be considered as original signatures.

16.4. Authority of Signatories. Each individual signing this Agreement represents and warrants that they have the full legal authority to bind the party for whom they are signing.

17. KEY DATES AND DEADLINES

Effective Date: ______________________

Listing Start Date: ______________________

Listing End Date: ______________________

Commission Protection Period: ______________ **days** ______________

18. ADDENDA AND DISCLOSURES

The following addenda and disclosures are attached to and made a part of this Agreement:

- ☐ Lead-Based Paint Disclosure (for properties built before 1978)
- ☐ State-Specific Property Condition Disclosure
- ☐ Information About Brokerage Services (TREC IABS)
- ☐ Intermediary Relationships Consent
- ☐ Other:
- ☐ Other:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LANDLORD SIGNATURE 1

LANDLORD:

Signature:

Date:

Printed Name:

LANDLORD SIGNATURE 2

Signature:

Date:

Printed Name:

BROKER SIGNATURE

BROKER:

(Brokerage Firm Name)

By (Authorized Agent Signature):

Date:

Printed Name:

License #:

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.