



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO LEASE

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1. PARTIES: The parties to this agreement (this Listing) are:

Landlord: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. PROPERTY: "Property" means the land described below, its improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

A. Land: Lot _____, Block _____, _____
Addition, City of _____,
in _____ County, Texas known as _____
(address/zip code),
or as described on attached exhibit. *(If Property is a condominium, attach Condominium Addendum.)*

B. Non-Real Estate Items: Except for items excluded in Paragraph 2C, Landlord instructs Broker to market the Property with all its fixtures and improvements and the following non-real estate items: _____

_____.

C. Exclusions: Landlord will remove the following: _____

_____.

3. LISTING PRICE: Landlord instructs Broker to market the Property:

- A. at a monthly rental of \$ _____ (Listing Price); and
- B. for a lease term of not less than _____ months and not more than _____ months.

4. TERM:

- A. This Listing begins on _____ and ends at 11:59 p.m. on _____.
- B. If Landlord enters into a binding written lease for the Property before the date this Listing begins and the lease is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

A. Fee: When earned and payable, Landlord will pay Broker a fee of:

- (1) _____% of one full month's to be paid under a lease of the Property.
- (2) _____% of all rents to be paid under a lease of the Property.
- (3) _____.

B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Landlord agrees to lease or rent the Property to anyone at any price and on any terms, whether by written or oral agreement or option;
- (2) Broker individually or in cooperation with another broker procures a tenant ready, willing, and able to lease the Property at the Listing Price for a term stated in Paragraph 3 or at any other price or term acceptable to Landlord; or
- (3) Landlord breaches this Listing.

C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends, at the earlier of:

- (1) the time Landlord and any tenant agree to lease or rent the Property;
- (2) Landlord's refusal to lease the Property after Broker's Fee has been earned;
- (3) Landlord's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

D. Other Fees:

(1) Renewal Fees: If Landlord renews or extends a lease or rental agreement with a tenant procured under this Listing, Landlord, at the time the renewal or extension begins, will pay Broker the fee described below. This Paragraph 5D(1) survives termination of this Listing.

- (a) _____% of one full month's rent to be paid under the renewal or extension.
- (b) _____% of all rents to be paid under the renewal or extension.
- (c) _____.

(2) Fee for a Sale:

(a) If Landlord agrees to sell the Property, by written or oral agreement or option, before _____ days after the end of a lease or rental of the Property to a tenant procured under this Listing, Landlord will, at the time the sale closes, pay Broker:

- (i) _____% of the sales price.
- (ii) _____.

(b) If Landlord sells or agrees to sell the Property during the term of this Listing, Landlord will pay Broker the fee specified in Paragraph 5D(2)(a) at the time the sale closes.

(3) Service Providers: If Broker refers Landlord or a prospective tenant or buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Transaction Fees or Reimbursable Expenses: _____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for _____ days.

- (2) Not later than 10 days after this Listing ends, Broker may send Landlord written notice specifying the names of persons whose attention was called to the Property during this Listing. If Landlord agrees to lease or sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Landlord will, at the time Landlord agrees to lease or sell the Property, pay Broker the amount Broker would have been entitled to receive if this Listing were still in effect
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
 - (a) Landlord agrees to lease, rent, or sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the lease, rental, or sale is negotiated; and
 - (c) Landlord is obligated to pay the other broker a fee for the lease, rental, or sale.

F. County: All amounts payable to Broker are to be paid in cash in _____
_____ County, Texas.

6. LISTING SERVICES:

- A. Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Landlord authorizes Broker to submit information about this Listing and the lease of the Property to the MLS.

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires for participation including leased or sold data. Subscribers to the MLS may use the information for market evaluation or appraisal purposes. Subscribers are other brokers and other real estate professionals such as appraisers and may include the appraisal district. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

- B. Broker will not file this Listing with a Multiple Listing Service (MLS) or any other listing service.

7. ACCESS TO THE PROPERTY:

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and lease of the Property, Landlord instructs Broker to:

- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to enter the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

- B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____.

- C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Landlord's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

- (1) Broker is is not authorized to place a keybox on the Property.
- (2) If a tenant occupies the Property at any time during this Listing, Landlord will furnish Broker a written statement (for example, TAR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Landlord or any other person. Landlord assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Landlord will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective tenants. Broker will offer to pay the other broker a fee as described below if the other broker procures a tenant that purchases the Property.

A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): _____% of one month's rent to be paid under a lease; _____% of all rents to be paid under a lease; or \$_____; and
- (2) if the other broker is a subagent (*complete only one*): _____% of one month's rent to be paid under a lease; _____% of all rents to be paid under a lease; or \$_____.

B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the tenant (*complete only one*): _____% of one month's rent to be paid under a lease; _____% of all rents to be paid under a lease; or \$_____; and
- (2) if the other broker is a subagent (*complete only one*): _____% of one month's rent to be paid under a lease; _____% of all rents to be paid under a lease; or \$_____.

9. **INTERMEDIARY:** (*Check A or B only.*)

A. **Intermediary Status:** Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospective tenant who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective tenant or buyer who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospective tenant or buyer to the prospective tenant or buyer for the same purpose.
- (2) If a prospective tenant or buyer who Broker represents is serviced by the same associate that is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective tenant or buyer; and (b) appoint the associate servicing the Landlord under this Listing to Landlord for the same purpose.
- (3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. **No Intermediary Status:** Landlord agrees that Broker will not show the Property to prospective tenants or buyers who Broker represents.

Notice: **If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:**

- ♦ **may not disclose to the prospective tenant or buyer that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;**
- ♦ **may not disclose to Landlord that the prospective tenant or buyer will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a**

separate writing by the prospective tenant or buyer;

- ♦ **may not disclose any confidential information or any information Landlord or the prospective tenant or buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;**
- ♦ **may not treat a party to the transaction dishonestly; and**
- ♦ **may not violate the Real Estate License Act.**

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.

B. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Lease" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and lease information about other properties to prospective tenants;
- (4) disseminate information about the Property to other brokers and to prospective tenants, including applicable disclosures or notices that Landlord is required to make under law or a lease;
- (5) accept and deposit money for security deposit(s), application fees, and rent in trust in accordance with a lease for the Property and to make authorized deductions and offsets from such money for Broker's fees, reimbursements, and other authorized purposes;
- (6) disclose the terms of a lease for the Property to other brokers, appraisers, or other real estate professionals;
- (7) in response to inquiries from prospective tenants and other brokers, disclose whether Landlord is considering more than one offer, provided that Broker will not disclose the terms of any competing offer unless specifically instructed by Landlord;
- (8) advertise, during or after this Listing ends, that Broker "leased" the Property; and
- (9) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

C. Make Ready:

- (1) Broker may not arrange for contractors to make repairs or alterations to the Property.
- (2) Broker may arrange for contractors to make repairs or alterations to the Property. The total cost of repairs or alterations may not exceed \$_____, unless Landlord consents to any excess. Unless this agreement limits Broker's discretion otherwise, Broker will use Broker's best judgment in selecting contractors and determining the repairs or alterations to be made. Landlord will:
 - (a) pay the contractors directly and pay Broker a service fee of _____ upon receipt of the contractors' and Broker's invoices.
 - (b) reimburse Broker for the costs Broker incurs for any repairs or alterations and pay Broker a service fee of _____ upon receipt of Broker's invoice.

- D. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

12. LANDLORD’S REPRESENTATIONS: Except as provided by Paragraph 15, Landlord represents that:

- A. Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- B. Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- F. the Property is not subject to the jurisdiction of any court;
- G. all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord’s knowledge;
- H. there are no optional user fees for the use common areas (for example, pool or tennis courts in the Property’s addition except: _____; and _____); and
- I. Landlord is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant except: _____

_____.

13. LANDLORD’S ADDITIONAL PROMISES: Landlord agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent, lease, or sell the Property during this Listing without Broker’s prior written approval;
- C. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, or lease of the Property to become effective during this Listing;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a lease of the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord’s casualty insurance company and request a “vacancy clause” to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person’s real or personal property resulting from any act or omission not caused by Broker’s negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing water pipes;
 - (4) a dangerous condition on the Property; or
 - (5) the Property’s non-compliance with any law or ordinance.

C. Landlord agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

- (1) are caused by Landlord, negligently or otherwise;
- (2) arise from Landlord's failure to disclose any material or relevant information about the Property; or
- (3) are caused by Landlord giving incorrect information to any person.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If Landlord breaches this Listing and has not leased the Property, the Listing Price will be the monthly rent and the term will be 12 months for purposes of computing Broker's fee. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Landlord may need to provide are:

- A. Information About Brokerage Services;
- B. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);
- C. Request for Information from an Owners' Association;
- D. Information about Special Flood Hazard Areas;
- E. Condominium Addendum to Listing;
- F. Keybox Authorization by Tenant; and
- G. _____.

20. LEASE REQUIREMENTS BY LANDLORD: In response to inquiries from prospective tenants and other brokers, Broker may communicate the Listing Price as the desired monthly rent and the following preferences or requirements by Landlord. The information is negotiable and does not bind Landlord to accept or reject any offer.

A. Late Charges: Time at which late charges are incurred: _____ p.m. on the _____ day of the month.

- (1) Initial Late Charge: (a) \$ _____; (b) _____ % of one month's rent.
- (2) Additional Late Charges: \$ _____ per day thereafter.

B. Pets: not permitted permitted with the following restrictions (*size, weight, number, type*): _____

(1) If a pet is permitted, Landlord requires the tenant to sign a pet agreement and requires:

(a) a pet deposit of \$_____ in addition to the security deposit.

(b) the monthly rent to be increased by \$_____.

(c) a one-time, non-refundable payment of \$_____.

(2) Pet violation charges (whether pet is permitted or not permitted): (a) an initial charge of \$_____ ; and (b) \$_____ per day thereafter.

C. Security Deposit: \$_____

D. Utilities: To be paid by Landlord: _____

E. Guests: Number of days guests permitted on Property: _____

F. Vehicles: Number of vehicles permitted on Property: _____

G. Trip Charge: \$_____

H. Keybox: Authorized during last _____ days of lease; Early Withdrawal Fee \$_____

I. Inventory and Condition Form: To be delivered within _____ days

J. Yard: To be maintained by: Landlord; Tenant; a contractor chosen and paid by Tenant; or _____ (contractor) paid by Tenant

K. Pool/Spa: To be maintained by: Landlord; Tenant; a contractor chosen and paid by Tenant; _____ (contractor) paid by Tenant; or _____

L. Repairs: Tenant to pay first \$_____ of repairs, except as otherwise provided by lease. Appliances or items that will not be repaired: _____

M. Special Provisions: _____

N. Assignment & Subletting Fees:

(1) If procured by tenant: (i) \$_____ ; or (ii) _____ % of one's month rent.

(2) If procured by landlord: (i) \$_____ ; or (ii) _____ % of one's month rent.

O. Other: _____

21. AGREEMENT OF PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.

B. Assignability: Neither party may assign this Listing without the written consent of the other party.

C. Binding Effect: Landlord's obligation to pay Broker an earned fee is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assignees.

D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

22. ADDITIONAL NOTICES:

A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**

B. **Fair housing laws require the Property to be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, sexual orientation, or age).**

C. **Landlord may review the information Broker submits to an MLS or other listing service.**

D. **Broker advises Landlord to remove or secure jewelry, prescription drugs, and other valuables.**

E. **Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Landlord.**

F. **Residential service contracts are available from licensed residential service companies. A residential service contract may provide for the repair or replacement of some appliances or electrical, plumbing, heating, or cooling systems. Exclusions and deductibles apply.**

G. **The Property Code requires certain types of locks or security devices on all exterior doors of residential rental properties and requires smoke detectors in certain locations. The Property Code requires Landlord to rekey the security devices and to test the smoke detectors each time a new tenant occupies the Property.**

H. **If the Property was built before 1978, Federal law requires the Landlord (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.**

I. **Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Broker's Printed Name License No. Landlord Date

By: _____
Broker's Associate's Signature Date Landlord Date