



Landlord: \_\_\_\_\_

Broker: \_\_\_\_\_

Property: \_\_\_\_\_

Landlord gives Broker the exclusive right and privilege to offer the property for lease from this date until 12:00 midnight\_\_\_\_.  
Landlord agrees to make the property available for lease for a term of\_\_\_\_months and for the sum of \$ \_\_\_\_\_  
per month, or for a lesser or greater number of months or amount as Landlord may agree.

**1. TITLE:**

Is Landlord the sole owner of the property?  Yes  No

If no, explain: \_\_\_\_\_

Is Landlord current in all obligations (mortgages, land contracts, etc.)?  Yes  No

If no, explain: \_\_\_\_\_

Is Landlord in bankruptcy?  Yes  No

If yes, explain: \_\_\_\_\_

Are there legal proceedings pending which could impact the lease of the property?  Yes  No

If yes, explain: \_\_\_\_\_

**2. COMPENSATION: BROKER'S FEE FOR SERVICES RENDERED IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED OR SET BY LAW, THE MLS OR ANY PERSON NOT A PARTY TO THIS AGREEMENT.**

If during the term of this listing anyone produces a buyer ready, willing and able to purchase the Property at the listed price and terms or for any other price, terms or exchange to which Landlord consents in writing, Landlord agrees to pay Broker a commission equal to\_\_\_\_\_if: the property is leased by Landlord during the term of the listing, or the property is leased within\_\_\_\_\_days after expiration of the listing period to a tenant who had been shown the property during the listing period, except that during the protection period, this provision shall not apply if the property is leased pursuant to a valid agency agreement entered into with another broker subsequent to the expiration of this agreement. Unless otherwise agreed by the parties hereto, the total commission shall be paid promptly upon execution of the lease of the property and shall not be affected by later breaches or termination of lease by Landlord or tenant.

**3.** If the property is purchased during the term of this listing or by the tenant at any time during and up until\_\_\_\_months after the termination of the term of any lease, or any renewals, extensions or options thereof, including, but not limited to month-to-month renewals and holdover tenancies, a commission equal to\_\_\_\_\_of the selling price shall be payable to Broker except that the sale commission shall be reduced in amount by the total lease commissions paid. Said commission shall be due and payable promptly after it is earned and in no event later than the closing of the transaction. Landlord shall notify Broker if such a sale shall occur.

**4. SHOWING PROPERTY:** Broker is authorized to place a For Lease sign on the property, where not prohibited, and to remove all other For Lease signs, and will have access to all buildings at reasonable hours for purposes of showing. Broker is authorized to hold open houses at mutually agreeable times. Broker is not able to supervise and control the actions of those in attendance. Landlord will secure all jewelry, cash, firearms, medications and other valuable or fragile property during showings and will arrange to warn visitors of any dangerous condition which is not open and obvious. Landlord shall indemnify and hold Broker harmless from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of a showing of the property.

**5. NON-DISCRIMINATION:** It is agreed by Broker and Landlord, parties to this agreement, that as required by law, discrimination because of religion, race, color, national origin, age, sex, disability, familial status, marital status, sexual orientation, or gender identity or expression by said parties in respect to the sale or lease of the Property is PROHIBITED.



**6. PARTICIPATION IN MULTIPLE LISTING SERVICE:** Landlord authorizes Broker to submit this listing to any multiple listing service or any other medium selected by Broker and provide any such multiple listing service with a copy of this agreement, any changes to this agreement and any post-closing information, including sales price information.

**7. COOPERATION: THE COMPENSATION PAID BY THE BROKER TO COOPERATING AGENTS IS FULLY NEGOTIABLE AND IS NOT FIXED, CONTROLLED, OR SET BY LAW, THE MLS, OR ANY OTHER PERSON NOT A PARTY TO THIS AGREEMENT.** Brokerage Firm is authorized to (indicate acceptance by **initialing**):

\_\_\_\_\_ / \_\_\_\_\_ A. Offer a portion of the Broker's total commission due as compensation to cooperating brokers for producing the buyer while acting as a sub-agent. Said offer of compensation shall be \_\_\_\_\_% of the sale price or \$\_\_\_\_\_.

\_\_\_\_\_ / \_\_\_\_\_ B. Offer a portion of the Broker's total commission due as compensation to cooperating brokers for producing the buyer while acting as a buyer's agent. Said offer of compensation shall be \_\_\_\_\_% of the sale price or \$\_\_\_\_\_.

\_\_\_\_\_ / \_\_\_\_\_ C. Offer a portion of the Broker's total commission due as compensation to cooperating brokers for producing the buyer while acting as a transaction coordinator. Said offer of compensation shall be \_\_\_\_\_% of the sale price or \$\_\_\_\_\_.

**8. PROFESSIONAL ADVICE:** Landlord acknowledges and understands that Broker, its agents, employees, and representatives are not acting as appraisers, builders, accountants, engineers, environmentalists, inspectors, surveyors, tax advisors, or attorneys in the context of this agreement or any future purchase agreement. Landlord has been specifically advised to seek professional input or advice in these areas from those professionals as may be advisable and prudent.

**9. LANDLORD ACKNOWLEDGES THAT THE INFORMATION IN THE PROFILE LISTING FORM WILL BE MADE AVAILABLE TO ALL PARTICIPANTS OF THE ANN ARBOR AREA BOARD OF REALTORS® MULTIPLE LISTING SERVICE WITHIN THREE (3) BUSINESS DAYS OF SIGNING THIS CONTRACT.**

**10. DESIGNATED AGENCY:**

Brokerage Firm and Landlord hereby designate \_\_\_\_\_ as the Landlord's designated agent. Landlord shall have an agency relationship with ONLY the Brokerage Firm, the designated agent(s) named above and the following supervisory broker(s): \_\_\_\_\_

If a potential tenant is represented by a designated agent within the Brokerage Firm other than the designated agent(s) named above, Brokerage Firm and all supervisory broker(s) shall automatically be deemed disclosed consensual dual agents.

Dual agency, pursuant to the designated agency paragraph above, shall not include the situation where a potential tenant of the Landlord's property is represented by a designated agent within the Brokerage Firm that does not have an agency relationship with the Landlord.

**11. REFERRAL:** Landlord agrees to refer to Broker all inquiries received concerning the property during the term of this listing.

**12. CONFIDENTIALITY:** Landlord understands and agrees that Broker shall not disclose information learned during the course of a prior or pending business or real estate transaction.

**13. CANCELLATION:** This contract can be cancelled or revoked only by mutual consent in writing.



14. **CONDITION OF PROPERTY:** Landlord acknowledges sole responsibility for condition and maintenance of property during the term of this contract.

15. **OTHER:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16. **LANDLORD ACKNOWLEDGES RECEIPT OF A COPY OF THIS CONTRACT AND THE PROFILE SHEET WHICH CONSTITUTES A PART OF THIS CONTRACT.**

On this \_\_\_\_\_ day of \_\_\_\_\_

Landlord: \_\_\_\_\_

Telephone: \_\_\_\_\_

Agent: \_\_\_\_\_

Landlord: \_\_\_\_\_

Telephone: \_\_\_\_\_

Broker: \_\_\_\_\_

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