



**LISTING CONTRACT TO LEASE OR RENT**

The undersigned OWNER('s), its(their) successors and assigns hereinafter referred to as OWNER/LESSOR hereby engages TOP AGENT REALTY, INC (hereinafter referred to as BROKER/AGENT), its successors and assigns, as OWNER/LESSOR'S exclusive agent and grants to BROKER/AGENT the sole and exclusive right, to rent/lease the following described property: \_\_\_\_\_ for a lease term of \_\_\_\_\_ at a rental amount of \$ \_\_\_\_\_ per month, or for such other period or at such other rental amount as may hereafter be acceptable to OWNER/LESSOR. The lease covering said property shall be on the standard form currently used by BROKER/AGENT in the leasing of property of the above type.

This Agreement shall be for the period of \_\_\_\_\_, beginning on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and thereafter for successive periods unless on or before sixty (60) days prior to the expiration of such successive period, either party hereto shall notify the other in writing of an intention to terminate this Agreement in which case this Agreement may be terminated at the expiration of that period.

If a lease of said property or any part thereof is executed during the term of this contract, OWNER agrees to pay AGENT a commission as set forth in paragraph(s) \_\_\_\_\_ ( ) (insert 1, 2, 3, 4, and/or 5) below and further agrees to pay the same commission, payable in like manner, under any and all renewals, extensions, expansions or new leases made with the LESSEE there under or any nominee, sub-lessee or assignee thereof.

One of the following commission schedules must be chosen:

1. For Rental, the sum equivalent to 60% percent of the scheduled gross rentals, payable upon execution of the lease.
2. For Rental, a cash commission of N/A of the scheduled gross rentals under said lease, to be paid annually in advance.
3. For Rental, a cash commission of N/A of the scheduled gross rentals under said lease, to be paid monthly in advance.
4. Other: \_\_\_\_\_

Notwithstanding any of the foregoing, commission on percentage rents or such other rent escalations whereby the amount of the escalation is to be determined by a future variable, shall be payable when such percentage rents or other escalations become known. All commissions shall be earned by BROKER/AGENT upon lease execution.

BROKER/AGENT is authorized to place For Lease signs on said property, at its own expense. BROKER/AGENT shall determine, in its discretion, the extent to which said property shall be advertised for lease, at BROKER/AGENT'S cost, and the OWNER/LESSOR shall pay for the cost of all other advertising desired by OWNER/LESSOR. OWNER/LESSOR agrees to refer all prospects for the leasing to BROKER/AGENT and BROKER/AGENT shall conduct all negotiations for the leasing of said property. BROKER/AGENT agrees to make all reasonable efforts to find a tenant for said property.

If said property is sold to the Lessee, or any nominee, sub lessee or assignee thereof during the term of the above mentioned lease, or during any renewal or extension thereof, or within one year from the expiration of said lease or extension, OWNER/LESSOR agrees to pay to BROKER/AGENT a commission of Three Percent (3%) of the sales price which commission shall be paid in full to BROKER/AGENT at the Act of Sale. OWNER/LESSOR further agrees to pay to BROKER/AGENT a commission if OWNER/LESSOR negotiates and executes a lease of said property within Ninety (90) days after expiration or termination of this contract the party (or the nominee or representative of such party) to whom property was submitted during the term of this contract, provided BROKER/AGENT has submitted to OWNER/LESSOR, in writing, the name of any such party or parties within thirty (30) days after the expiration date of this contract. If a sale of said property is negotiated during the term of this contract to the party (or the nominee or representative of such party) to whom BROKER/AGENT had submitted the property, OWNER/LESSOR agrees to pay BROKER/AGENT at Act of Sale a commission of Three Percent (3%) of the sale price.

OWNER/LESSOR agrees to release TOP AGENT REALTY, INC its sub-agents, or other agents from any and all liability that may result from the Lessee's actions during tenancy.

If an attorney is engaged by BROKER/AGENT to enforce its rights under this contract, OWNER/LESSOR agrees to pay the reasonable fee of such attorney, which is hereby fixed, if the collection of money is involved, a 25% of the amount thereof, but in no event shall such fee be less than \$200.00, and OWNER/LESSOR also agrees to pay all court costs, other costs and expenses that may be incurred by BROKER/AGENT.

OWNER/LESSOR agrees to indemnify BROKER/AGENT against all liability, loss and expense that BROKER/AGENT may incur as a result of any claim or suit against BROKER/AGENT by any person, firm, corporation or other entity while on or about the hereinabove described premises, due to the condition of said premises or to OWNER/LESSOR'S negligence.

BROKER/AGENT has notified OWNER/LESSOR that the property contains or may contain asbestos, and/or lead base paint, and other hazardous or ultra hazardous materials and therefore, OWNER/LESSOR hereby agrees and binds itself to hold harmless, indemnify and defend BROKER/AGENT from and against any and all liability on account of any matter whatsoever relating to the use, operation and occupancy of the property including, but not limited to attorney's fees, cost and expenses of trial, discovery and appeals, if any.

The policy of TOP AGENT REALTY, INC is to do business in accordance with the Federal Fair Housing Law. It does not discriminate against any person because of race, color, religion, national origin, sex, martial status or physical disability. TOP AGENT REALTY, INC will not refuse to rent or sell or negotiate for the rental or sale of the above property because of race, color religion, national origin, sex, marital status or physical disability.

OWNER/LESSOR agrees to review, complete and sign the PROPERTY DISCLOSURE ADDENDUM and the LEAD BASE PAINT DISCLOSURE if the property was built prior to 1978, which are made a part of this agreement. OWNER/LESSOR shall review and sign the Real Estate Agency Disclosure Pamphlet. OWNER/LESSOR understands and consents to dual agency.

OWNER/LESSOR authorizes the authentication of his signature and accepts Lessee's faxed signature.

**The commissions reflected in this Agreement have been negotiated only by the parties to the agreement.**

**TOP AGENT REALTY, INC**

**WE DO BUSINESS IN ACCORDANCE WITH FEDERAL FAIR HOUSING LAWS.**

\_\_\_\_\_  
Owner/Lessor Name (Sign & Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Lessor Name (Sign & Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Telephone #

\_\_\_\_\_  
Work Telephone #

\_\_\_\_\_  
Cellular #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security #

TOP AGENT REALTY INC, hereby agrees to and accepts the foregoing listing contract this  
\_\_\_\_ day of \_\_\_\_\_, 200 .

By: \_\_\_\_\_ Its: Realtor®

Expiration of Contract: \_\_\_\_\_