

LISTING FOR RENT CONTRACT
EXCLUSIVE RIGHT TO RENT REAL PROPERTY

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR)

1 BROKER (Company) Miller & Associates Real Estate LLC
2 LICENSEE(S)
3 OWNER

1. PROPERTY:

Address
Municipality (city, borough, township)
County Adams School District
Zoning and Present Use
Identification Number (For example, tax identification number, parcel number, deed book, page, recording date)

2. MONTHLY RENTAL \$ SECURITY DEPOSIT \$

3. STARTING AND ENDING DATES OF THIS CONTRACT (also called "Term")

- A. No Association of REALTORS® has set or recommended the term of this contract. Owner and Broker have discussed and agreed upon the length or term of this contract.
B. Starting Date: This contract starts when signed by Owner and Broker, unless otherwise stated here:
C. Ending Date: This contract ends on

4. BROKER'S DUTY (check all that apply)

- A. Owner is hiring Broker to find a Tenant for the Property. Owner allows Broker to use print and/or electronic advertising.
Owner is hiring Broker to collect rents.
B. Owner is hiring Broker to collect rents and broker will pay the following on behalf of the Owner from the collected rents. Broker will pay any remaining balance from the collected rents to the Owner.
Pay Real Estate Taxes
Pay Insurance Premiums
Other
Pay Mortgage
Mortgage Company/Bank
Address
Phone
Account Number
Monthly Payment \$
C. Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople, employees, officers or partners are acting as agents only and will not be legally responsible for damages or repairs to the Property or for a tenant's failure to meet the terms of a lease.

5. BROKER'S FEE

- A. No Association of REALTORS® has set or recommended the Broker's Fee. Owner and Broker have negotiated the fee that Owner will pay Broker.
B. The Broker's fee for finding tenant and contract negotiation is
C. The Broker's fee for property management is
D. The Broker's Sales Fee if Tenant buys Property is of/from the sale price and paid by Owner. This includes renewals, extensions or additional leases where the original lease resulted from Broker's services or any other broker's services during the term of this contract.

6. COOPERATION WITH OTHER BROKERS

Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay from Broker's Fee a fee to another broker who procures the buyer/tenant, is a member of a Multiple Listing Service, and who:

- A. represents the Seller (SUBAGENT).
No Yes If Yes, amount: of/from the sale price.
B. represents a buyer/tenant (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker or Seller, will represent the interests of the buyer/tenant.
No Yes If Yes, amount: of/from the sale price.
C. does not represent either the Seller or a buyer/tenant (TRANSACTION LICENSEE).
No Yes If Yes, amount: of/from the sale price.

7. PAYMENT OF BROKER'S FEE

- A. Owner will pay Broker's Fee if Property, or any ownership interest in it, is rented, sold or exchanged during the term of this Contract by Broker, Broker's agents, Owner, or by any other person or broker at a price acceptable to Owner.
B. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract results in a sale, lease or other tenancy.
C. Owner will pay Broker's Fee after the Ending Date of this Contract IF:
(1) Property is rented or sold within 60 days of the Ending Date of this Contract, or the Ending Date of the lease (or any renewals or extensions); AND
(2) The Tenant/Buyer was shown, made an offer on or negotiated to rent or buy the Property during the term of this contract.

8. BROKER'S FEE IF PROPERTY IS NOT RENTED

Owner will pay Broker's Fee if a ready, willing and able tenant or buyer is found by Broker or by anyone, including Owner, during the term of this contract. A willing tenant is one who will pay the listed rent or more for the property.

9. DUAL AGENCY

Seller agrees that Broker may also represent the buyer of the property. The Broker is a DUAL AGENT when representing both Seller and the buyer in the sale of a property.

Owner Initials:

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Broker/Licensee Initials:



75 **10. DESIGNATED AGENCY**
76 Not Applicable
77 **Applicable.** Broker may designate licensees to represent the separate interests of Seller and the buyer. Licensee (identified above) is the
78 Designated Agent, who will act exclusively as the Seller Agent. If Property is introduced to the buyer by a licensee in the Company who
79 is not representing the buyer, then that licensee is authorized to work on behalf of Seller. If licensee is also the Buyer Agent, then Licensee
80 is a DUAL AGENT.

81 **11. OTHER PROPERTIES**
82 Owner agrees that Broker may list other properties for rent and that Broker may show other properties to prospective tenants.

83
84 **12. CONFLICT OF INTEREST**
85 A *conflict of interest* is when Broker has a financial or personal interest where Broker cannot put Owner's interests before any other. If the
86 Broker, or any Broker's salespeople, has a *conflict of interest*, Broker will notify Owner in a timely manner.

87
88 **13. BROKER AUTHORIZATIONS**
89 A. Owner (check one): does does not
90 authorize Broker to contract for any repairs, at Owner's expense, that Broker believes are necessary to protect the Property. Broker is not
91 required to do this, and this does not create a property management agreement between Owner and Broker.
92 Broker's Service Fee is _____
93 B. Owner (check one): does does not
94 authorize Broker to enter into agreements to repair the Property, at Owner's expense, if a municipality or governmental authority serves
95 notice that repairs are required. Broker is not required to do this, and this does not create a property management agreement between
96 Owner and Broker.
97 Broker's Service Fee is _____
98 C. Signs and Keys: Seller allows, where permitted
99 Yes No For Rent Sign
100 Yes No Key in Office
101 Yes No Lock Box
102 Yes No _____
103 Yes No _____
104

105 **14. DEPOSIT MONEY**
106 A. (Check one):
107 Broker will keep all deposit monies that Broker receives in an escrow account as required by real estate licensing laws and
108 regulations until the termination of any lease. This includes renewals, extensions or additional leases, where the original lease
109 resulted from Broker's services or the services of any other broker during the term of this contract. Owner agrees that Broker may
110 wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer.
111 Owner or Landlord will keep all deposit monies, renewals, extensions or additional leases, which will be paid by the tenant directly
112 to the Owner or Landlord in cash or by check payable to the Owner or Landlord.
113 B. If Owner joins Broker or Licensee in a lawsuit for the return of deposit monies, Owner will pay Broker's and Licensee's attorneys'
114 fees and costs.

115
116 **15. RECOVERY FUND**
117 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) against a
118 Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays persons who have
119 not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800)
120 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

121
122 **16. TRANSFER OF THIS CONTRACT**
123 A. Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker when:
124 1. Broker stops doing business, OR
125 2. Broker forms a new real estate business, OR
126 3. Broker joins his business with another.
127 Owner agrees that Broker may transfer this Contract to another broker. Broker will notify Owner immediately in writing when a transfer occurs
128 or Broker will lose the right to transfer this Contract. Owner will follow all requirements of this Contract with the new broker.
129
130 B. Should Owner transfer the Property, or an ownership interest in it, to anyone, or should ownership change during the term of this
131 Contract, all succeeding owners must follow the requirements of this Contract.

132
133 **17. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA**
134 Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,
135 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN or USE
136 OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION TO AN
137 INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set deposit
138 amounts, or as reasons for any decision relating to the sale of property.

139
140 **18. IF PROPERTY WAS BUILT BEFORE 1978**
141 The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant an EPA
142 pamphlet titled *Protect Your Family from Lead in Your Home*. The Landlord also must tell the Tenant and the Broker what the Landlord
143 knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the Tenant how the
144 Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and lead-based paint
145 hazards are, the condition of the painted surfaces, and any other information Landlord knows about lead-based paint and lead-based paint
146 hazards on the property. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports that the Landlord has or can
147 get about lead-based paint or lead-based paint hazards in or around the property being rented, the common areas, or other dwellings in
148 multi-family housing. The Act does not require the Landlord to inspect for lead paint hazards or to correct lead paint hazards on the property.
149 The Act does not apply to housing built in 1978 or later.

150
151 **19. NO OTHER CONTRACTS**
152 During the length or term of this Contract, Owner will not hire any other broker to rent or sell the property. Owner will not enter into another listing
153 agreement with another broker that begins before the Ending Date of this Contract. Owner will refer all offers and inquiries to Broker.

154
155 **20. ADDITIONAL OFFERS**
156 ONCE OWNER ENTERS INTO A LEASE, BROKER IS NOT REQUIRED TO PRESENT OTHER OFFERS.
157

158 21. ENTIRE CONTRACT
159 This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a part of this
160 Contract.
161 22. CHANGES TO THIS CONTRACT
162 All changes to this contract must be in writing and signed by Broker and Owner.
163
164 Owner has read the Consumer Notice as adopted by the State Real estate Commission at 49 Pa. Code §35.336.
165 All Owners must sign this Contract.
166

167 NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN ATTORNEY.
168
169
170

171 OWNER _____ DATE _____
172 Name (print) _____ SS# _____
173 Mailing Address _____
174 _____
175 Home Phone _____ Work Phone _____ FAX# _____
176 E-Mail _____
177

178 OWNER _____ DATE _____
179 Name (print) _____ SS# _____
180 Mailing Address _____
181 _____
182 Home Phone _____ Work Phone _____ FAX# _____
183 E-Mail _____
184

185 OWNER _____ DATE _____
186 Name (print) _____ SS# _____
187 Mailing Address _____
188 _____
189 Home Phone _____ Work Phone _____ FAX# _____
190 E-Mail _____
191

192 BROKER (Company Name) Miller & Associates Real Estate LLC
193 ACCEPTED BY _____ DATE _____
194
195 Mailing Address 914 Fairfield Road
196 Gettysburg, PA 17325
197 Phone (717) 337-9950 FAX# (717) 337-1133 E-Mail _____

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