

**LISTING FOR RENT CONTRACT
EXCLUSIVE RIGHT TO RENT REAL PROPERTY**

XLR

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

1 **BROKER (Company)** _____ 1

2 **LICENSEE(S)** _____ 2

3 **OWNER** _____ 3

4 **Does Seller have a Listing Contract with another Broker?** Yes No 4

5 **If yes, explain:** _____ 5

6 _____ 6

7 **1. PROPERTY** 7

8 Address _____ 8

9 Municipality (city, borough, township) _____ 9

10 County _____ School District _____ 10

11 Zoning and Present Use _____ 11

12 Identification Number (For example, tax identification number, parcel number, deed book, page, recording date) _____ 12

13 _____ 13

14 _____ 14

15 **2. MONTHLY RENTAL \$** _____ **SECURITY DEPOSIT \$** _____ 15

16 _____ 16

17 **3. STARTING & ENDING DATES OF THIS CONTRACT (also called "Term")** 17

18 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. 18

19 B. **Starting Date:** This Contract starts when signed by Owner and Broker, unless otherwise stated here: _____ 19

20 _____ 20

21 C. **Ending Date:** This contract ends on _____ 21

22 _____ 22

23 _____ 23

24 **4. BROKER'S DUTY (check all that apply)** 24

25 A. Owner is hiring Broker to find a Tenant for the Property. Owner allows Broker to use print and/or electronic advertising. 25

26 Owner is hiring Broker to collect rents. 26

27 B. Owner is hiring Broker to collect rents and Broker will pay the following on behalf of the Owner from the collected rents. 27

28 Broker will pay any remaining balance from the collected rents to the Owner. 28

29 Pay Real Estate Taxes 29

30 Pay Insurance Premiums 30

31 Other _____ 31

32 Pay Mortgage 32

33 Mortgage Company/Bank _____ 33

34 Address _____ Phone _____ 34

35 Account Number _____ Monthly Payment \$ _____ 35

36 C. Broker is acting as Owner's Agent, as described in the Consumer Notice. Broker's rental agents, salespeople, employees, officers 36

37 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 37

38 to meet the terms of a lease. 38

39 _____ 39

40 **5. BROKER'S FEE** 40

41 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. 41

42 B. The Broker's fee for finding tenant and contract negotiation is _____ 42

43 Owner agrees to pay the same fee to Broker for 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. 43

44 C. The Broker's fee for property management is _____ 44

45 D. The Broker's Sales Fee if Tenant buys Property is _____ 45

46 of/from the sale price and paid by Owner. 46

47 _____ 47

48 _____ 48

49 _____ 49

50 _____ 50

51 **Owner Initials:** _____ **XLR Page 1 of 4** **Broker/Licensee Initials:** _____ 51

52 **6. COOPERATION WITH OTHER BROKERS** 52

53 Licensee has explained Broker's company policies about cooperating with other brokers. Broker and Seller agree that Broker will pay 53
54 from Broker's Fee a fee to another broker who procures the buyer/tenant, is a member of a Multiple Listing Service, and who: 54

55 **A. represents the Seller (SUBAGENT).** 55

56 No Yes If Yes, amount: _____ 56

57 **B. represents a buyer/tenant (BUYER'S AGENT). A Buyer's Agent, even if compensated by Broker or Seller, will represent 57
58 the interests of the buyer/tenant.** 58

59 No Yes If Yes, amount: _____ 59

60 **C. does not represent either the Owner or a buyer/tenant (TRANSACTION LICENSEE).** 60

61 No Yes If Yes, amount: _____ 61
62

63 **7. PAYMENT OF BROKER'S FEE** 63

64 **A. Owner will pay Broker's Fee if Property, or any ownership interest in it, is rented, sold or exchanged during the term of 64
65 this Contract by Broker, Broker's agents, Owner, or by any other person or broker at a price acceptable to Owner.** 65

66 **B. Owner will pay Broker's Fee if negotiations that are pending at the Ending Date of this Contract result in a sale, lease or other 66
67 tenancy.** 67

68 **C. Owner will pay Broker's Fee after the Ending Date of this Contract IF:** 68

69 (1) Property is rented or sold within _____ days of the Ending Date of this Contract, or the Ending Date of the lease (or any 69
70 renewals or extensions), AND 70

71 (2) The buyer/tenant was shown, made an offer on or negotiated to rent or buy the Property during the term of this Contract. 71
72

73 **8. BROKER'S FEE IF PROPERTY IS NOT RENTED** 73

74 **Owner will pay Broker's Fee if a ready, willing, and able buyer/tenant is found by Broker or by anyone, including Owner, dur- 74
75 ing the term of this Contract. A willing tenant is one who will pay the listed rent or more for the property.** 75
76

77 **9. DUAL AGENCY** 77

78 Owner agrees that Broker may also represent the buyer/tenant(s) of the Property. Broker is a DUAL AGENT when representing both 78
79 Owner and the buyer/tenant in the lease or purchase of a property. 79
80

81 **10. DESIGNATED AGENCY** 81

82 **Not Applicable.** 82

83 **Applicable.** Broker may designate licensees to represent the separate interests of Owner and the tenant. Licensee (identified 83
84 above) is the Designated Agent, who will act exclusively as the Agent for the Owner. If Property is introduced to the tenant by a 84
85 licensee in the Company who is not representing the tenant, then that licensee is authorized to work on behalf of Owner. If 85
86 Licensee is also the Agent for the Tenant, then Licensee is a DUAL AGENT. 86
87

88 **11. OTHER PROPERTIES** 88

89 Owner agrees that Broker may list other properties for rent and that Broker may show other properties to prospective tenants. 89
90

91 **12. CONFLICT OF INTEREST** 91

92 *A conflict of interest* is when Broker has a financial or personal interest where Broker cannot put Owner's interests before any other. If 92
93 the Broker, or any of Broker's salespeople, has a *conflict of interest*, Broker will notify Owner in a timely manner. 93
94

95 **13. COPYRIGHT** 95

96 In consideration of Broker's efforts to market Seller's Property as stated in this Contract, Seller grants Broker a non-exclusive, world- 96
97 wide license (the "License") to use any potentially copyrightable materials (the "Materials") which are related to the Property and pro- 97
98 vided by Seller to Broker or Broker's representative(s). The Materials may include, but are not limited to: photographs, images, video 98
99 recordings, virtual tours, drawings, written descriptions, remarks, and pricing information related to Seller's Property. This License per- 99
100 mits Broker to submit the Materials to one or more multiple listing services, to include the Materials in compilations of listings, and to 100
101 otherwise distribute, publicly display, reproduce, publish and produce derivative works from the Materials for any purpose that does 101
102 not conflict with the express terms of this Contract. The License may not be revoked by Seller and shall survive the ending of this 102
103 Contract. Seller also grants Broker the right to sublicense to others any of these rights granted to Broker by Seller. Seller represents 103
104 and warrants to Broker that the License granted to Broker for the Materials does not violate or infringe upon the rights, including any 104
105 copyrights, of any person or entity. Seller understands that the terms of the License do not grant Seller any legal right to any works 105
106 that Broker may produce using the Materials. 106
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110
111

113 **14. BROKER AUTHORIZATIONS** 113

114 A. Owner (check one): does does not 114
115 authorize Broker to contract for any repairs, at Owner's expense, that Broker believes are necessary to protect the Property. Broker 115
116 is not required to do this, and this does not create a property management agreement between Owner and Broker. 116

117 Broker's Service Fee is _____ 117

118 B. Owner (check one): does does not 118
119 authorize Broker to enter into agreements to repair the Property, at Owner's expense, if a municipality or governmental authority 119
120 serves notice that repairs are required. Broker is not required to do this, and this does not create a property management agreement 120
121 between Owner and Broker. 121

122 Broker's Service Fee is _____ 122

123 C. Signs and Keys: Seller allows, where permitted 123

- 124 Yes No For Rent Sign 124
125 Yes No Key in Office 125
126 Yes No Lock Box 126
127 Yes No _____ 127
128 Yes No _____ 128

130 **15. DEPOSIT MONEY** 130

- 131 A. (Check one): 131
132 Broker will keep all deposit monies that Broker receives in an escrow account as required by real estate licensing laws and reg- 132
133 ulations until the termination of any lease. This includes renewals, extensions or additional leases, where the original lease 133
134 resulted from Broker's services or the services of any other broker during the term of this contract. Owner agrees that Broker 134
135 may wait to deposit any uncashed check that is received as deposit money until Owner has accepted an offer. 135
136 Owner or Landlord will keep all deposit monies, renewals, extensions or additional leases, which will be paid by the tenant 136
137 directly to the Owner or Landlord in cash or by check payable to the Owner or Landlord. 137
138 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' 138
139 fees and costs. 139

141 **16. RECOVERY FUND** 141

142 Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has received a final court ruling (civil judgment) 142
143 against a Pennsylvania real estate licensee because of fraud, misrepresentation, or deceit in a real estate transaction. The Fund repays 143
144 persons who have not been able to collect the judgment after trying all lawful ways to do so. For complete details about the Fund, call 144
145 (717) 783-3658, or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania). 145
146 146

147 **17. TRANSFER OF THIS CONTRACT** 147

- 148 A. Broker will notify Owner immediately in writing if Broker transfers this Contract to another broker when: 148
149 1. Broker stops doing business, OR 149
150 2. Broker forms a new real estate business, OR 150
151 3. Broker joins his business with another. 151
152 Owner agrees that Broker may transfer this Contract to another broker. Broker will notify Owner immediately in writing when a 152
153 transfer occurs or Broker will lose the right to transfer this Contract. Owner will follow all requirements of this Contract with the 153
154 new broker. 154
155 B. Should Owner transfer the Property, or an ownership interest in it, to anyone, or should ownership change during the term of this 155
156 Contract, all succeeding owners must follow the requirements of this Contract. 156
157 157

158 **18. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA** 158

159 Federal and state laws make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX, 159
160 DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL ORIGIN, 160
161 USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OR RELATIONSHIP OR ASSOCIATION TO 161
162 AN INDIVIDUAL KNOWN TO HAVE A DISABILITY as reasons for refusing to sell, show, or rent properties, loan money, or set 162
163 deposit amounts, or as reasons for any decision relating to the sale of property. 163
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170 **19. IF PROPERTY WAS BUILT BEFORE 1978** 170
171 The Residential Lead-Based Paint Hazard Reduction Act says that any Landlord of property built before 1978 must give the Tenant an 171
172 EPA pamphlet titled *Protect Your Family from Lead in Your Home*. The Landlord also must tell the Tenant and the Broker what the 172
173 Landlord knows about lead-based paint and lead-based paint hazards that are in or on the property being rented. Landlord must tell the 173
174 Tenant how the Landlord knows that lead-based paint and lead-based paint hazards are on the property, where the lead-based paint and 174
175 lead-based paint hazards are, the condition of the painted surfaces, and any other information Landlord knows about lead-based paint 175
176 and lead-based paint hazards on the property. Any Landlord of a pre-1978 structure must also give the Tenant any records and reports 176
177 that the Landlord has or can get about lead-based paint or lead-based paint hazards in or around the property being rented, the common 177
178 areas, or other dwellings in multi-family housing. The Act does not require the Landlord to inspect for lead paint hazards or to correct 178
179 lead paint hazards on the property. The Act does not apply to housing built in 1978 or later. 179
180

181 **20. NO OTHER CONTRACTS** 181
182 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 182
183 another listing agreement with another broker that begins before the Ending Date of this Contract. Owner will refer all offers and 183
184 inquiries to Broker. 184
185

186 **21. ADDITIONAL OFFERS** 186
187 Unless prohibited by Owner, if Broker is asked by a buyer or cooperating broker about the existence of other offers on the Property, 187
190 Broker will reveal the existence of other offers and whether they were obtained by the Licensee identified in this Contract, by another 190
191 Licensee working with Broker, or by a cooperating Broker. ONCE OWNER ENTERS INTO AN AGREEMENT OF SALE, BROKER 191
192 IS NOT REQUIRED TO PRESENT OTHER OFFERS. 192
193

194 **22. ENTIRE CONTRACT** 194
195 This Contract is the entire agreement between Broker and Owner. Any verbal or written agreements that were made before are not a 195
196 part of this Contract. 196
197

198 **23. CHANGES TO THIS CONTRACT** 198
199 All changes to this Contract must be in writing and signed by Broker and Owner. 199
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207 **Return by facsimile (FAX) constitutes acceptance of this Contract** 207
208 **Owner has read the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.** 208
209 **Owner gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed below.** 209
210 **Owner has read the entire Contract before signing. All Owners must sign this Contract.** 210

211 **NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT AN ATTORNEY.** 211

212 **OWNER'S MAILING ADDRESS:** _____ 212
213 _____ 213

214 **PHONE:** _____ **FAX:** _____ **E-MAIL:** _____ 214

215 **OWNER** _____ **DATE** _____ 215

216 **OWNER** _____ **DATE** _____ 216

217 **OWNER** _____ **DATE** _____ 217

218 **BROKER (Company Name)** _____ 218

219 **ACCEPTED BY** _____ **DATE** _____ 219