

# EXCLUSIVE RIGHT TO LEASE OR LEASE WITH OPTION TO SELL LISTING CONTRACT

## PARTIES AND PROPERTY

I/We (Owners) \_\_\_\_\_

Give you (REALTOR) \_\_\_\_\_ the EXCLUSIVE RIGHT TO LEASE  
(Firm Name)

OR LEASE WITH THE OPTION TO SELL my/our real property located at (LISTED PROPERTY) , \_\_\_\_\_  
(Street Address)

Connecticut, \_\_\_\_\_  
(zip)

## RENT AND TERM

The Rent shall be at least \$ \_\_\_\_\_ per \_\_\_\_\_. The tenant shall pay the following in addition to Rent:

Taxes     Insurance     Heat     Electricity     Gas     Water     Telephone     Other

The term of the lease shall be at least, \_\_\_\_\_ but not more than \_\_\_\_\_

**LISTED PRICE** The listed price for sale shall be (Listed Price) \$ \_\_\_\_\_

## OWNER(S)' AND REALTOR'S AGREEMENTS

### THE PARTIES AGREE THAT:

1. This Contract will go into effect on \_\_\_\_\_, and will remain effective through and including \_\_\_\_\_
2. I/We will refer all inquiries or offers concerning the LISTED PROPERTY TO YOU.
3. You may place a "For Rent or Sale" sign on LISTED PROPERTY.
4. You may install a lockbox on the LISTED PROPERTY. I/We understand that other participants in the SmartMLS, Inc. (the "Service") will have access to this lockbox.
5. You will use reasonable efforts to lease or sell the LISTED PROPERTY.
6. You will submit the LISTED PROPERTY to members of the Service. I/We have reviewed the information describing the LISTED PROPERTY in your Data Input Form and represent that it is accurate. You may submit photographs of the interior and exterior of the Listed Property to members of the Service, to view in either hard copy or computerized form.
7. I/We irrevocably assign to You all My/Our intellectual property rights, title and interest in and to all data, information, text and photographs submitted to the Service in connection with the LISTED PROPERTY including, without limitation, the copyright to such listing data and photographs.
8. I/We Understand and agree that you may also be a tenants or a buyer's agent for the LISTED PROPERTY. In that event, you would become a dual agent, representing both me/us and the tenant/buyer. If this situation should arise, you will promptly disclose all relevant information to me/us and discuss the appropriate course of action to take under the circumstances.
9. You are not responsible for the maintenance, management or upkeep of or for any physical damage to the LISTED PROPERTY.
10. Unless I/We have elected not to allow advertising of the LISTED PROPERTY on the Internet as set forth on the Data Input Form for the LISTED PROPERTY, I/We give you permission to allow all Participants of the Service, except those identified on Schedule A to this Contract, to display the LISTED PROPERTY on their web site(s) pursuant to the Internet Data Exchange and/or Virtual Office Web Site rules and regulations of the Service.

NOTICE: THE REAL ESTATE BROKER MAY BE ENTITLED TO CERTAIN LIEN RIGHTS PURSUANT TO SUBSECTION (d) OF SECTION 20-325a OF THE CONNECTICUT GENERAL STATUTES.

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE BROKER COMPENSATION IS NOT FIXED BY LAW. IT IS SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN THE SELLER AND BROKER.

11. I/We will pay you a commission if during the term of this Contract:
  - a) I/We enter into a lease of the LISTED PROPERTY on the terms specified in this Contract or on any other terms. In this case, I/We will pay you a commission of \_\_\_\_\_ of the total rent to be paid by the tenant over the term of the lease. I/We will pay the commission at the time the lease is signed. If the lease is renewed or extended, I/We will pay you an additional commission of \_\_\_\_\_ of the total rent to be paid by the tenant over the term of the extension or renewal of the lease. I/We will pay the renewal/extension commission at the time the renewal or extension is signed. If I/We sell the LISTED PROPERTY, directly or indirectly, to the tenant at any time after the lease is signed and before \_\_\_\_\_ days after the termination of the lease or any extension of it. I/we will pay you an additional commission \_\_\_\_\_ of the sales price.
  - b) If I/WE, you or anyone else finds a buyer ready, willing and able to buy the LISTED PROPERTY for no less than the LISTED PRICE or for any other term acceptable to me/us. In this case, I/We will pay you a commission of \_\_\_\_\_ of the sales price offered by the buyer.
12. I/We authorize you to pay brokers representing tenants or buyer brokers and subagents a portion of any commission payable by me/us.

- 13. I/We will pay the same commission if, within \_\_\_\_\_ a period of time after this Contract terminates, I/We Lease the LISTED PROPERTY to anyone who saw the LISTED PROPERTY through you, or any licensees, including a buyer's broker, during the term of this Contract or any extension thereof, provided no new listing agreement becomes effective during the same period.
- 14. I/We agree to pay any costs and attorney's fees, which you may incur to collect any monies due to you under this Contract.
- 15. You may enforce this Contract against me/us, or against my/our heirs, administrators, executors and assigns.

**NOTICE: FEDERAL LAW REQUIRES THE OWNER OR LANDLORD OF A DWELLING TO DISCLOSE THE PRESENCE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS TO PURCHASERS AND TENANTS AND TO FURNISH PURCHASERS AND TENANTS WITH ANY RECORDS OR REPORTS CONCERNING LEADBASED PAINT OR LEAD-BASED PAINT HAZARDS.**

16. I/We understand that because of the potential serious health risks associated with lead substances, asbestos, radon, urea formaldehyde foam insulation ("UFFI") and other environmentally hazardous conditions prospective buyers should be advised if these conditions are present or have existed in the LISTED PROPERTY. I/We also understand that failure to make such a material disclosure could be a violation of federal and/or Connecticut law and could result in (i) the rescission of any purchase agreement between me/us and a prospective buyer, and/or (ii) an award of damages against me/us, as the seller, or any person responsible for disclosing the information regarding the LISTED PROPERTY. I/We specifically authorize you, as our agent, to disclose any such existing conditions to prospective buyers

	<u>Is Present</u>	<u>Was Treated/Removed or Tested</u>	<u>No knowledge or Reason to Know of Presence</u>
UFFI (wall insulation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RADON (odorless gas, seeps in through dirt floors, cracked cement and walls)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD SUBSTANCES (paint manufactured before 1970)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ASBESTOS (Insulating material; also in vinyl flooring and exterior shingles and roofing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. Other Terms \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

18. If this listing is a delayed listing pursuant to the Rules of SmartMLS, the LISTED PROPERTY shall be actively marketed beginning on \_\_\_\_\_, Lessor(s) and listing Broker agree that the Listed Property cannot be marketed prior to the Go Active Date.  
(Go Active Date)

Marketing includes, but is not limited to: (1) showing of the Property to prospective lessee; (2) holding a public or broker open house/caravan; (3) displaying the Listed property on any internet site; (4) sharing the Listing on social media or in any restricted group created on any social media platform; (5) placement of a "For Lease" sign on the Listed Property; and (6) advertising the Listed Property in any written publication. Prior to the Go Active Date, Lessor(s) direct and instruct the Listing Broker not to accept and present to them any offer(s) to lease the Listed Property. Lessor(s) expressly waive their right to have offer(s) presented to them by the listing Broker because the Property is not available for lease prior to the state Go Active Date.

- 19. I/We authorize you, as my/our agent, and any subagents appointed by you, to disclose any information that I/We provide you concerning the LISTED PROPERTY.
- 20. I/We have received a copy of this Contract.

**STATEMENTS REQUIRED BY LAW**

This agreement is subject to the Connecticut General Statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. Title 46a, Chapter 814c).

IT IS UNLAWFUL UNDER FEDERAL AND/OR STATE LAW TO DISCRIMINATE ON THE BASIS OF RACE, CREED OR RELIGION, COLOR, NATIONAL ORIGIN, ANCESTRY, SEX, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, MARITAL STATUS, CIVIL UNION STATUS, AGE, LAWFUL SOURCE OF INCOME, INTELLECTUAL DISABILITY, LEARNING DISABILITY, MENTAL DISABILITY OR PHYSICAL DISABILITY, FAMILIAL STATUS AND STATUS AS A VETERAN.

Realtor: \_\_\_\_\_ (Firm Name) Owner: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

By: (Auth Rep.) \_\_\_\_\_ Date: \_\_\_\_\_ No. & Street: \_\_\_\_\_

No. & Street \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Owner: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Broker: \_\_\_\_\_ (Signature) No. & Street: \_\_\_\_\_

Telephone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

