

Professional Services, Exclusive Agency, Flat Fee MLS Listing Agreement - RENTALS

1. This Agreement is dated _____ between 4 Sale Realty Advantage, Inc. (hereafter "Company") and Property Owner _____, (hereafter "Owner") and cannot be altered.
2. Owner desires to list the following property (hereafter "Property") for rent in the MLS:
Address: _____
City: _____ County _____ State: _____ Zip: _____
Property Tax Index Number (PIN): _____ Second PIN: _____
3. \$ _____ per month shall be the rental price of the property and all improvements that are offered for rent. Owner is solely responsible for determining the appropriate rental price. Owner reserves right to amend the rental price. Any changes to listing price shall be submitted in writing to Company by Owner (fax or email). Once Company has received the authorization to change rental price it will be submitted to the MLS.
4. Personal Property. Owner will provide Company all personal property included in the rental. (*See attached MLS data sheet*)
5. Agreement Term. This Agreement shall start on _____ and shall expire on _____.
(*Note: An expiration period of 6 months shall be entered unless otherwise specifically noted. A specific date must be entered. It cannot be open-ended or "until rented".*)
6. Services Provided. In consideration of payment received for this professional service Agreement, Company agrees to:
 - A. List the Property on the Multiple Listing Services (MLS – Locally known as MRED) and provide a copy of the listing sheet to the Owner for review.
 - B. Authorize the MLS to distribute Owners listing to as many listing sites as possible through Company's separate syndication agreements.
 - C. Provide Owner with commonly used disclosures and lease forms to use in connection with the rental of the Property.
7. Termination. There is no termination fee in the event the Owner decides to withdraw their property from the market by giving written notice (email or fax) to the Company at any time provided there is not a pending lease on the Property involving a tenant-lessee who was procured by a participating REALTOR®. Owner may not terminate this Agreement while the property is under a pending lease. Owner must pay the Leasing Agent Commission if the Owner enters into a lease to rent the property to any lessee who was shown the property by a cooperating agent during the term of the listing contract or within thirty days after listing expiration date / termination date. If this Agreement expires while the property is under a pending lease, Owners obligation to pay the Leasing Agent Commission as set forth below shall survive termination and continue until possession by tenant-lessee when the said Leasing Agent Commission is payable.
8. Payment. Owner's paid a professional listing fee. Fee was earned, due and paid in full upon execution of this Agreement.
9. Commission.
 - A. Should a participating REALTOR®, including Company, procure a tenant-lessee who is ready, willing and able to rent the Property at the listed price or at another amount acceptable to the Owner, Owner agrees to pay at the time tenant takes possession, a leasing agent commission (hereafter "Leasing Agent Commission") either a flat dollar amount of \$ _____ OR _____ % of the 1st month's rent amount. If no percentage or dollar amount is entered, the default commission shall be \$1.00. (*Note: A specific amount must be entered and cannot be zero or "negotiable".*)
 - B. No amendment or alteration to the terms, with respect to the amount of commission or with respect to the time of payment of commission, shall be valid or binding unless made in writing and signed by the parties. Any changes will not be effective until revised and posted on the MLS.
 - C. Under this Agreement, the Owner can rent his/her property himself/herself to any tenant-lessee not procured by a participating REALTOR®, in which case no Leasing Agent Commission is due or payable.
10. Procuring Cause. If a REALTOR® successfully shows procuring cause, Owner shall be bound to immediately pay Company the full Leasing Agent Commission as listed above at the later of possession by the tenant-lessee or within 24 hours of notice. (*e.g. Tenant's broker showed the property to the Tenant and Owner devises a plan to avoid paying the Broker commission*). Owner assumes all liability for any procuring cause claims or lawsuits. Liability may include, but is not limited to, paying the commission, court fees, attorney fees, or other remedies the court finds equitable.
11. Dual Agency. Company leasing agents do not practice dual agency.
12. Property Condition. Owner agrees that the responsibility for the care and custody of Property shall not be Company's and Company shall not be liable to Owner for any damage that may occur to Property. Owner shall make arrangements for any and all showings of Property by appointment only with prospective tenants or to provide a lockbox – at Owners expense – to make the Property available at Owners sole discretion. The Company shall be held harmless for any and all liability, claim, judgment, obligations or demands, including reasonable attorney fees, arising as a result of the Owners use of a lock box, or the actions of potential customers or Leasing Agents.
13. No Guarantee. Owner understands that this Agreement does not guarantee the rental of the Property.
14. Contract Acceptance. Owner agrees to notify Company within 24 hours of the date when a lease is executed and becomes a pending lease and also when the tenant-lessee takes possession. The failure to do so may result in a fine to the Company, which shall be charged to the Owner. An executed lease is when both the Tenant and Owner have signed a negotiated lease for the rental of the Property. Owner must also provide the Company with a copy of the executed lease along with all addenda and amendments (if any); and, written verification by Owner that the Leasing Agent Commission

has been paid (fax or emails are equally acceptable for any communications). The name and phone number of the Leasing Agent shall also be provided to Company at least 24 hours prior to possession. (Note: Company must to be notified regardless of whether the Tenant is represented by a REALTOR® or not).

- 15. Security Deposits. Company does not hold security deposits. Company is not advising Owner as to any applicable local or state laws or ordinances as to the proper holding requirements of Security Deposits.
- 16. Local Ordinances. Company is not advising as to the legality, completeness, or binding effect of the lease forms provided to the Owner. Many municipalities or cities have their own landlord/tenant ordinances and rules governing rental properties. It is the Owner's responsibility to ensure the Property and lease complies with all applicable laws and ordinances. Owner agrees to accept all liability for the lease it uses with the Tenant-Lessee and shall hold harmless Company from any lease violations. Company advises Owner to consult with an attorney to ensure the lease complies with all laws and ordinances. (e.g. Chicago has extremely strict ordinances, including security deposit holding requirements, which if not complied with exactly, can cost a landlord-owner thousands of dollars.)
- 17. Non-Discrimination. The Parties understand and agree that it is illegal for either of the parties to refuse to show or sell Property to any person on the basis of: Race, Color, Religion, National Origin, Sex, Ancestry, Age, Marital Status, Physical or Mental Handicap, Military Status, Sexual Orientation, Unfavorable Discharge from the Military Service, Family Status, Order or Protection Status or any other class protected by Article 3 of the Illinois Human Rights Act. The parties agree to comply with all applicable federal, state, and local fair housing laws.
- 18. Latent Defects. Owner has fully reviewed this Agreement and warrants the accuracy of all information. Owner agrees to indemnify and to save and hold harmless the Company and those relying on information contained in this Agreement for and against damages resulting from any inaccuracy and/or the Owner's failure to disclose any information. Owner has not disclosed to Company any defects except as set forth herein. Owner agrees that where Owner knows of or becomes aware of facts materially affecting the value of the Property, Owner is under a duty to disclose said facts both to the Tenant-Lessee and Company. If Owner knows of or becomes aware of such facts, he/she shall set them forth in writing on the approved state disclosures. This duty shall continue through to date of closing. (Note: Any state and property disclosures submitted to Company by Owner shall be considered attached to this document.)
- 19. Property Characteristics. Owner agrees to state honestly the dimensions, characteristics, and condition of the property to the best of their knowledge. Company assumes no liability for inaccuracies, errors, or misstatements made by Owner. Company does not conduct any survey of Property to verify accuracy of any information provided by Owner and is not to be held responsible for the accuracy of the information. Owner has reviewed the information shown on this Agreement and the data input forms provided to Company and hereby acknowledges it to be true and correct.
- 20. Assignment. Company may assign the care and maintenance of this Agreement to any of its agents. The agent with whom you are working is considered to be your "designated agent."
- 21. Illinois Minimum Service Law. In accordance with Illinois law, Company offers to help in every aspect of the negotiation of the lease of the Property listed in this document. Company shall (a) receive any proposed leases, (b) answer any questions in regards to any offers or counter offers, and (c) communicate any offers or counter offers to the Leasing Agent on behalf of the Owner. This negotiation service is offered at no additional charge to the Owner; however, a minimum service law compliance fee of up to \$350.00 shall be deducted from the cooperating Brokers' commission, if any. The Illinois Minimum Service Law cannot be waived.
- 22. Authority – Signatures. The person signing this Agreement represents that he/she is authorized to enter into this Agreement. A signature transmitted by fax or email shall be deemed to have the same effect as an original signature.
- 23. Attorney Fees. In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred including reasonable attorney's fees for services rendered in connection with such action.
- 24. Misc. The descriptive headings used are for convenience only. The pronouns used shall include either gender (or both), singular and plural. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force. No alterations to the Agreement are allowed. If any changes are made, those changes are not binding until initialed by all parties. Owner understands the Company is limited to performing the functions described herein.

I have read the above Agreement, understand its terms, had the opportunity to consult with an attorney, and do hereby assent to the same voluntarily of my own free will. Signatures required of all who have a legal or equitable interest in the Property.

ACCEPTED by the Listing Company:

ACCEPTED by all Owner(s):

Designated Agent Name

X _____ Date _____

X _____
Designated Agent Date

X _____
Owner's Contact Information Date

Z 
Daniel Nierman, Managing Broker Date

Print Name: _____
Print Name: _____
Mailing Address: _____
City, State, Zip: _____
email: _____ Phone: _____

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