

EXCLUSIVE RIGHT TO RENT

A) AUTHORIZATION: CLIENT, having the right and power to act for the owner of the following described property (the Property), hereby authorizes Broker and the undersigned licensee(s) (Designated Licensee) to offer the following Property for rent at the price and terms stated below:

B) ADDRESS: _____

C) RENTAL TERMS: Client hereby authorizes Broker to offer the Property for lease or occupancy on the following terms, and acknowledges that all terms must be incorporated into any lease agreement between Client and the tenant:

Term: _____ (months) **Rent: \$** _____ (per month) **Security Deposit: \$** _____

Number of Occupants: _____ **Pets permitted?** _____ **If yes, number and type:** _____

The Following will be Paid By (write Owner, Tenant or N/A): _____

- Real Estate Taxes	- Insurance	- Sewer / Water	- Electric
- Natural Gas	- Heating	- Oil	- Trash Removal
- Lawn Care	- Snow Removal		

D) EXCLUSIVE RIGHT TO RENT: In consideration of Broker's efforts to locate a tenant, Client hereby grants to Broker the sole and exclusive right to rent the Property from this date through midnight on _____ (the "Exclusive Period"). Client agrees to refer to Broker all brokers or prospects during the period of this Exclusive Agreement or any extension hereof.

1. If Client enters into an agreement for lease or occupancy of the Property during the Exclusive Period and any extension hereof, at the price and terms above or at such other price and terms as are acceptable to Client, then Client shall pay to Broker the following commission within five (5) calendars days from the earlier of either execution of a lease or occupancy of the Property: (1) if the lease or occupancy of the Property is for a period of one (1) year or less, then Client shall pay Broker a commission equal to one (1) month's rent upon the earlier of either execution of such lease or occupancy; or (2) if the lease or occupancy of the Property is for more than one (1) year, then Client shall pay broker a commission of ten percent (10%) of the aggregate rent payable for the Property for the lease term. Client agrees to provide Broker with a copy of the lease immediately following execution of it.
2. Client further agrees that if any lease or occupancy of the Property as described herein is renewed or extended for a period(s) beyond the original term of such lease or occupancy, then Client hereby agrees to pay to Broker a commission of ten percent (10%) of the aggregate rent payable for the Property for the duration of such renewal(s) or extension(s). Within five (5) calendar days following execution of any such renewal or extension, Client agrees to (a) provide Broker with an executed copy of the renewed lease or extension; and (b) pay to Broker the commission owed.
3. if Client enters into any agreement for the lease or occupancy of the Property within six (6) months after the Exclusive Period (or any extension hereof), then Client agrees to provide Broker with an executed copy of the lease agreement and to pay the commission described in Section D (1) above if the tenant had contact with Broker to discuss the lease of the Property during the term hereof and Client was advised or knew of such contact.
4. If a sale or other transfer of the Property is made to any tenant procured pursuant hereto within two (2) years after the date hereof, then Broker shall be paid a commission by Client equal to _____% of the purchase price through escrow at the time of title transfer.

E) MARKETING AND COOPERATION: Broker shall offer of cooperation to tenants' agents who are affiliated with Broker; and tenants' brokers who participate in the Multiple Listing Services. Broker reserves the right to determine, at its sole discretion, with which real estate brokers it will cooperate and the share of its commission that it will offer to cooperating brokers. The Property will be entered into the Multiple Listing Services, subject to their rules and regulations, including without limitation NEORHEX.

During the term of this Agreement and any extensions of it, Client grants to Broker the sole and exclusive right to publish and to grant to others the right to publish any and all descriptive information about the Property including without limitation print, video, audio, photographic and electronic descriptions. Client further authorizes Broker to take or have taken interior and exterior photographs of the Property, and to have such photographs digitized, reproduced, published, transmitted and disseminated and displayed in any form or manner, including without limitation, on and through any Multiple Listing Service, the internet, as well as any other media or means to aid in the sale or rental of the Property. Broker is hereby authorized to place a "For Rent" sign and a lock box on the Property, and to have reasonable access to the Property for the purpose of showing it to prospective buyers or tenants. Client agrees to notify Broker in

writing of any signage restrictions relating to the Property, including current and complete copies of any condominium rules and regulations, if applicable. Client hereby releases Broker, its employees and agents from any and all liability arising from or related to showings and signage, and for the use, distribution or display of any Property information.

F) VERIFICATION OF TENANT INFORMATION: Client acknowledges and agrees that Broker and its agents will not: (1) make independent investigation of any information provided by any prospective tenant; (2) be liable for any false or inaccurate statements or omissions made by any prospective tenant; and (3) verify any information, including without limitation credit references, provided by any prospective tenant. In consideration of the fact that property types and lease terms vary by transaction, Client agrees to provide or to have Client's counsel provide written lease agreement at the time a tenant is secured. Clients hold Century 21 HomeStar and any agents harmless from any costs or liability resulting from any defaults in rent, damage to property or any other costs incurred to the client and/or owner.

G) AUTHORITY TO RENT: Client hereby warrants that Client is authorized to enter into this Agreement and any lease agreement. Client further warrants that Client has obtained or does not require the approval or consent of any condominium unit owners' association and/or any mortgagee(s) of the Property in order to enter into a lease for the Property. Client warrants that there are no pending lawsuits, foreclosures, or other actions that affect Client's ability to provide occupancy of the Property, except as follows (if none, "_____")

H) DISCLOSURES: Client agrees (1) to complete the federal Lead Paint Disclosure addendum if the Property was built before 1978; and (2) to provide copies of sex offender notices received from the local Sheriff's office pursuant to the Ohio Sex Offender Notification Law. Client also acknowledges receipt of Broker's Consumer Guide to Agency Relationships. In the event of any claim or causes of action arising from Client's failure to disclose any such disclosure information as listed above, Client agrees to indemnify and hold Broker and its agents harmless from any such claims, including attorney fees and costs.

I) CONFIDENTIALITY: By law, Broker must keep confidential information that Client designates as such, unless disclosure is required by law. Client agrees to provide written notice to Broker and Designated Licensee(s) of any information that Client wishes to be kept confidential.

J) FAIR HOUSING: This Agreement shall be performed in accordance with the Ohio Fair Housing Law. Division H of Section 4112.02 of the Revised Code) and the Federal Fair Housing law, 42 U.S.C.A., Section 3601, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin, or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

K) LEGAL ACTION & LIABILITY: If any legal action is taken against Century 21 Homestar or any agents by the Client, Owner and/or Tenants, The Client and/or Owner will be responsible for any and all legal costs, general costs and judgements for Century 21 HomeStar and any agents. Client and Owner acknowledge they are responsible and liable for all tenant requests and management. Century 21 HomeStar and all agents have no liability or responsibility other than marketing the property for rent to find a tenant.

L) MORTGAGES & LOANS: Owner agrees to keep all mortgages and/or liens on the property current and paid on time. Owner agrees to notify the agent if any loan payments are late, if they get any letters or calls of foreclosure, if they get any letters or calls about any property violations, assessments or costs attached to the property. Owner holds all agents, brokers and real estate companies harmless from any costs, legal actions or ramifications from any foreclosure actions.

M) BINDING AGREEMENT: This contract contains all terms agreed upon between Broker, Designated Licensee(s), and Client, and there are no other conditions, representations, or agreements, express or implied. Facsimile and or electronic signatures shall be deemed binding and valid. Client acknowledges that Broker and Designated Licensee(s) are authorized to provide real estate services only, and agrees to retain independent professionals for legal, accounting, inspection, appraisal, or engineering services.

OWNER: _____ **DATE:** _____

OWNER: _____ **DATE:** _____

PRINT: _____

PRINT: _____

PHONE: _____

EMAIL: _____

ADDRESS: _____