

**EXCLUSIVE RIGHT TO RENT LISTING AGREEMENT
STATE-WIDE MULTIPLE LISTING SERVICE, INC.**

1. **PARTIES:** This Exclusive Right to Rent Listing Agreement ("Agreement") is made and entered into by:

Landlord(s): Name(s): _____ **Brokerage Firm:** Name: _____

Address: _____ Name of Licensee: _____
Phone Numbers: _____ Address: _____
Email: _____ Fax: _____ Phone Numbers: _____
Email: _____ Fax: _____

2. **TERM OF AGREEMENT:** This Agreement shall begin on _____ 20_____, and expire at 11:59 P.M. on _____ 20_____ unless both parties agree in writing to extend it. This agreement cannot be terminated without written authorization from both parties.

3. **EXCLUSIVE RIGHT TO RENT:** Landlord grants Brokerage Firm the exclusive right to list for lease or rent Property that is owned by Landlord(s) and located at _____ Unit Number(s) _____ in the City/Town of _____, in the State of Rhode Island. ("Property"). Broker agrees to procure a Tenant for Property and Landlord agrees to rent under the terms and conditions stated in Section 5 of this Agreement.

4. **TERMS OF RENTAL:**

- (a) Type of Tenancy: (check all that apply)
_____ Month to month _____ Fixed term – one year _____ Other (please specify) _____
- (b) Rent: \$ _____ per _____ or any other amount which Landlord may agree to accept.
- (c) Occupancy Date: Landlord represents that Property will be available for occupancy starting on _____.
- (d) Additional Terms: The parties agree that the tenancy is subject to additional requirements, including but not limited to, utilities and amenities provided, policies about pets, smoking, parking, and subletting as stated in the completed MLS Rental Data Information form. _____
- (e) Rental Agreement: After approving a Tenant, Landlord agrees to sign the lease or rental agreement.
- (f) Condominium or Association Rules and Restrictions: _____ Landlord agrees to provide Broker copies of any restrictions or regulations on Tenant's use of Property, including but not limited to parking restrictions, condominium bylaws, rules and regulations.
- (g) Other: _____

5. **BROKER'S DUTIES:** Broker agrees to perform the following duties:

- (a) Make reasonable efforts to procure a Tenant who is satisfactory to Landlord.
- (b) Market Property in Statewide Multiple Listing Service, Inc.
- (c) Screen prospective Tenants based on criteria, employment history, credit check, criminal background check, and references.
- (d) Collect from prospective Tenant, first month's rent and security deposit, equal to or less than one month's rent. Broker agrees to transfer the funds to Landlord after deducting compensation owed to Broker pursuant to Section _____ upon execution of a lease or rental agreement
- (e) Other: _____

6. **LIMITATION OF BROKER'S LIABILITY:**

- (a) Broker is not acting as property manager, tax advisor, attorney, or inspector. Landlord is advised to seek other professional advice as may be important to Landlord.
- (b) Upon Landlord's execution of a lease or rental agreement, Broker shall have no further responsibility for the lease or rental agreement, including but not limited to Tenant's or Landlord's performance of the terms and conditions, and Broker will be relieved of further responsibilities under this Agreement. Broker is not an escrow agent with regard to any security deposit paid by Tenant to Landlord.

7. **LANDLORD'S REPRESENTATIONS:** Landlord makes the following representations:

- (a) Landlord is the legal owner of Property and has the authority to enter into this Agreement and to rent Property to Tenant. In the event Property is owned by more than one person, all owners have executed this Agreement.
- (b) Property is comprised of # _____ of dwelling units according to municipal zoning records in the city/town in which Property is located.
- (c) Landlord has not received any written notices nor has knowledge of any actions against Property, including but not limited to, foreclosure proceedings, outstanding violation order from a governmental entity; litigation; or outstanding assessments, that would interfere with Landlord's ability to offer it for rent.
- (d) *Complete if applicable.* Property is served by On Site Wastewater Treatment System and is subject to restrictions that limit the number of occupants to _____ people.

8. **LANDLORD'S DUTIES:** Landlord agrees to perform the following duties:

- (a) Work exclusively with Broker during the term of this Agreement.
- (b) Retain full responsibility for Property, including utilities, maintenance, physical security, and liability.
- (c) Assume full responsibility for Tenant's security deposit after execution of a lease or rental agreement by Landlord and Tenant.
- (d) Provide reasonable access to Property by Broker and other real estate licensees to show Property to prospective tenants.
- (e) Execute a lease or rental agreement in the form previously approved by Landlord, when Broker produces a ready, willing, and able Tenant to rent Property.
- (f) Keep mortgage payments current.
- (g) Comply with applicable ordinances and laws, including but not limited to, lead disclosure, lead mitigation, fair housing, fire safety, landlord-tenant, fair housing, and minimum housing laws.
- (h) Other: _____

9. **LEAD LAWS:**

- (a) Disclosure: Landlord shall comply with federal and state lead disclosure laws that require Landlord to disclose in writing to Tenant any known lead hazards and provide certain information, records and reports to Tenant.
- (b) Lead Compliance: Landlord is solely responsible for complying with educational, inspection, and compliance requirements of the RI Lead Hazard Mitigation Act

10. **NON-RESIDENT LANDLORD REQUIREMENT:** R.I.G.L. § 34-18-22.3 requires a landlord who is not a resident of the state of Rhode Island to designate a resident of Rhode Island or corporation that is authorized to do business in Rhode Island to act as an agent for "service of process". If applicable, Landlord is responsible for filing this designation with the Secretary of State and the clerk of the municipality where Property is located. **Broker is not responsible for acting as an agent for service of process or for filing the above designation.**

11. **FAIR HOUSING LAWS:** Landlord and Broker agree that Property will be marketed, shown, and offered in compliance with federal, state and local anti-discrimination laws.

12. **PAYMENTS FROM TENANTS:** Landlord authorizes Broker to hold from a prospective Tenant, deposits and fees in Brokerage Firm's escrow account unless mutually agreed otherwise by Landlord and Tenant. Upon execution of a lease or rental agreement by Landlord and Tenant, Broker agrees to transfer to Landlord such funds less compensation owed to Broker in accordance with Section 16. **If Broker is made party to a lawsuit by virtue of acting as escrow agent of a deposit, the Broker shall be entitled to recover reasonable attorney's fees and costs, which fees and costs may be deducted from escrows funds, if Landlord is the prevailing party.**

13. **CONSENT TO APPOINTMENT OF DESIGNATED LANDLORD REPRESENTATIVE(S):** Landlord understands and agrees that only those real estate licensee(s) who have been specifically designated by the Principal Broker or Broker's designee will represent Landlord as a Designated Client Representative with Landlord's informed, written consent. Landlord agrees to Broker's appointment of the following affiliated real estate licensee(s) to act as Designated Landlord Representative(s) and to perform the duties stated in this Agreement.
Name(s) _____

Landlord understands and agrees that Broker may appoint additional Designated Landlord Representatives as needed, with Landlord's written consent.

14. **DUTIES OF OTHER AFFILIATED LICENSEES:** Any affiliated real estate licensee who has not been named as a Designated Landlord Representative owes Landlord only the duty of confidentiality. Landlord understands and agrees that Broker and its affiliated real estate licensees may also represent Landlords of similar real properties. Broker, including Designated Landlord Representative(s), may represent prospective Tenants who are interested in the Property but will protect Landlord's confidential information.

15. **POTENTIAL FOR DUAL FACILITATION:** If a Designated Landlord Representative is representing a Tenant client who becomes interested in Property, Landlord, Tenant, and Principal Broker will be asked to sign a Dual Facilitator Consent form to authorize Designated Client Representative to assist both parties as a neutral Dual Facilitator.

16. **COMPENSATION TO BROKER:** Landlord agrees to pay to Broker compensation of _____

under the following conditions:

- (1) If, during the term of this Agreement, including extensions, Broker, cooperating broker, or any other person, including Landlord, procures a ready, willing, and able Tenant who offers to rent Property on the amount and terms stated in this Agreement or that are otherwise acceptable to Landlord. Upon execution of a lease or rental agreement by Landlord and a Tenant procured by Broker, Broker may apply the deposit (s) held in the escrow account to payment of the previously agreed brokerage fee regardless of when the tenant occupies Property. If the escrow funds are insufficient for the complete payment of the brokerage commission, Landlord agrees to pay the balance due. **Compensation to Broker is not refundable if Tenant fails to comply with the terms of the lease or rental agreement.**
- (2) Broker is authorized to cooperate with other brokers who assist with the procurement of a Tenant, and divide with other brokers such compensation in any manner acceptable to Broker. Broker specifies the portion of the commission payable to any Cooperating Broker as follows: _____
- (3) If within _____ calendar days of the termination, including extensions, of this Agreement, the Property is rented, sold, conveyed, or otherwise transferred to anyone with whom Broker has had contact directly and/or indirectly prior to final termination of this listing. This section shall not apply if Landlord enters into another valid listing Agreement with another licensed real estate broker after the final termination of this Agreement.
- (4) If Landlord's default prevents completion of the lease or rental agreement, compensation is due upon such default.
- (5) If Landlord withdraws Property from the market, transfers, sells, conveys, leases, rents, loses Property to foreclosure, or, by a voluntary act, makes Property unavailable for rent, without the consent of Broker, during the above time period or any extension of said time period, compensation. Broker may elect to be paid full compensation or reimbursed for expenses relating to marketing Property for rent.
- (6) If within _____ days after the expiration of the term of this Agreement, Landlord executes a lease or rental agreement with any party and has not subsequently listed exclusively with another real estate broker.
- (7) If Landlord and Tenant agree to renew or extend a lease or rental agreement.
- (8) If a Tenant who is procured during the term of this Agreement, purchases Property during the term of the lease or rental agreement, including extensions, Landlord agrees to pay /Broker compensation of \$ _____ or _____ % of the gross purchase price of Property at closing.
- (9) Additional Provisions: _____

- 17. **SIGN:** Landlord authorizes Brokerage Firm to place "For Rent" and/or "Rented" signs on Property.
- 18. **MLS RULES AND REQUIREMENTS:** Landlord authorizes Broker to submit to a Multiple Listing Service ("MLS") selected by Broker, listing information about Property for publication, dissemination, and use and in accordance with MLS rules and regulations.
- 19. **PHOTOS AND IMAGES:** Landlord (*initial all that apply*) authorizes Broker to submit the following to appear in State-Wide Multiple Listing Service, Inc. and on riving.com. **MLS Rules require a minimum of one exterior photo.**
 - Exterior photo(s) of Property: _____ authorizes _____ does **not** authorize
 - Interior photo(s) of Property: _____ authorizes _____ does **not** authorize
 - Additional Images (Virtual Tours, etc.) _____ authorizes _____ does **not** authorize

20. **INTERNET DISPLAY AND PRINT ADVERTISING:**

Landlord agrees to display Property on the Internet: (<i>check one</i>)	_____ Yes	_____ No	<i>(If no, "Landlord Opt-Out Form" must be completed)</i>
Display Property Address on the Internet: (<i>check one</i>)	_____ Yes	_____ No	<i>(If no, "Landlord Opt-Out Form" must be completed)</i>
Landlord agrees to allow comments or reviews of your property to be posted on websites:	_____ Yes	_____ No	
Internet Data Exchange: (<i>check one</i>)	_____ Yes	_____ No	
Display Property Address in Print Advertising: (<i>check one</i>)	_____ Yes	_____ No	

- 21. **LOCKBOX AUTHORIZATION:** Landlord (*initial one*) _____ authorizes _____ does **not** authorize Broker to install a lockbox per the accompanying Lockbox Authorization Form.
- 22. **INDEMNIFICATION:**
 - (a) The duties of Broker do not relieve Landlord from the responsibility of protecting Landlord's own interests. Landlord should carefully read all documents to assure that they adequately express Landlord's understanding.
 - (b) Landlord agrees to save and hold Broker harmless from all claims, disputes, litigation, and/or judgments arising from any incorrect information supplied by Landlord, or from Landlord's failure to comply with laws and ordinances pertaining to and including, but not limited to, lead hazard mitigation, fair housing, minimum housing, security deposit, foreclosure, zoning, and other laws
 - (c) Landlord waives any and all rights, claims, and causes of action against Broker and holds Broker harmless for any property damage or personal injury arising from the use of, or access to Property, by any person during the term of this Agreement, except for property damages or personal injury that result from Broker's negligence. Further, Landlord specifically agrees to fully indemnify Broker and/or all other real estate licensees from any and all tort actions (such as, "slip and fall" accidents, or theft or property damage caused by third parties), including any associated legal expenses to include attorney's fees, which relate to showing of Landlord's property in the licensee's efforts to procure a Tenant for Property and which arise from other than negligence and/or recklessness relating to a licensee's words and/or conduct.
- 23. **ASSIGNMENT AND SURVIVORSHIP:** This agreement may be assigned by either party without written consent of the other, and it is Landlord's and Broker's intent that this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 24. **DISPUTE RESOLUTION:** Landlord and Brokerage Firm understand that this is a binding contract, which shall be governed and interpreted in accordance with the laws of Rhode Island. Either party may enforce his rights under this Agreement in a court of law or through binding arbitration. The prevailing party shall be entitled to payment of costs and expenses as part of the award, including reasonable attorney's fees, by the non-prevailing party.
- 25. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island and is intended to be used only for property located in the State of Rhode Island.
- 26. **ADDENDA AND EXHIBITS:** The following Addendum/Addenda and Exhibit(s) are made a part of this Agreement: (*List all that apply*):
- 27. **ADDITIONAL PROVISIONS:** _____

- 28. **CAPTIONS:** The captions in this contract are for convenience of reference only.
- 29. **ENTIRE AGREEMENT:** The parties agree that this contract represents the entire agreement between us, subject to no understandings, conditions, or representations other than those expressly stated in this document. This agreement may not be changed, modified, or amended in whole or in part except in writing, signed by all parties.

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS.
IF NOT UNDERSTOOD, CONSULT AN ATTORNEY.**

Landlord	Printed Name	Date
Landlord	Printed Name	Date
Landlord	Printed Name	Date
Landlord's address if different from Property address: _____		
Broker or Authorized Representative	Printed Name	Date

(Landlords' Initials) _____ Landlord acknowledges that he/she has received a copy of this Agreement.