

**EXCLUSIVE RIGHT TO LEASE
RESIDENTIAL BROKERAGE AGREEMENT**

DATE: _____

1. OWNER(S) (List all): _____

Mailing Address: _____

Office Telephones: _____ Office/Home Fax: _____

Home Telephones: _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: _____

Office Address: _____

Office Telephone: _____ Office Fax: _____

Listing Agent: _____ Direct Line: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

3. PROPERTY LISTING: _____ ("Broker") is hereby authorized by the undersigned Owner(s) or by the authorized representative of Owner(s) ("Owner") to lease, as the exclusive real estate broker, the property known as:

("Property").

4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT:

This Agreement shall be effective on _____ (mm/dd/yyyy) and shall continue until midnight on _____ (mm/dd/yyyy), (the "Listing Term") unless terminated in accordance with the provisions of this section.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

An expiration or termination of this Agreement by Owner or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Owner provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s).

5. LEASE PRICE: The lease price of the Property is \$ _____ per month and shall be the price advertised by Broker. If Owner desires to change the lease price, Owner shall immediately inform Broker in writing of the changed lease price, and such changed lease price shall thereafter be the price advertised by Broker.

6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): _____**7. MARKETING/MLS/INTERNET ADVERTISEMENT:**

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Owner acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any lease and lease price (including the other terms upon which any lease of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Owner to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Owner further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

(b) Owner may elect not to have the Property listing displayed on the MLS at all. (Owner to initial if Owner does not authorize Broker to display Property listing on the MLS at all):

_____/_____**Broker may *not* submit and market the Property by and through display on the MLS.**

Owner hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Owner's Property is for lease and the terms and conditions under which Owner is marketing the Property; (2) Owner's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of applications made and negatively impact the lease price. (Owner to initial): ____/____

(c) Owner may elect not to have the Property listing or the Property address displayed on the internet. Owner hereby directs Broker that (Owner to initial all that apply):

_____/_____**Broker may *not* submit and market the Property by and through display on any internet website.**

_____/_____**Broker may submit and market the Property by and through display on any internet website, but Owner elects *not* to permit display of the Property address on any internet website.**

Owner hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. (Owner to initial): ____/____

(d) Certain features may be displayed on the websites of MLS participants, including unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews).

(Owner to initial):

Owner ____/____ authorizes or ____/____ does not authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.

During the term of this Agreement, Owner, by written request to Broker, may authorize Broker to enable or disable use of the feature described above. Broker agrees to transmit promptly the request to the MLS.

(e) COMING SOON LISTING STATUS: The “Coming Soon” listing status is an option for properties listed in the MLS that are not available but will be soon. Owners who choose this option must have executed a listing agreement. Listings under the “Coming Soon” status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the “Coming Soon” status may not be shown and are not syndicated to public real estate websites. If Owner selects this status, the listing agent must enter an expected on-market date in the MLS that can be no later than 21 days from when the listing was submitted to the MLS. The “Coming Soon” status will automatically update to “active” on the expected on-market date if not made “active” sooner.

Owner, by Owner’s initials, authorizes Broker to list the Property under the “Coming Soon” listing status in the MLS. (Owner initials): _____/_____

8. CONSENT TO DISCUSS OTHER PROPERTIES WITH TENANTS AT OWNER’S OPEN HOUSE: Owner _____/_____ authorizes or _____/_____ does not authorize Broker to discuss other properties with tenants at Owner’s open house.

Broker’s responsibility to market the Property is suspended upon Owner’s acceptance of a written offer to lease the Property, unless otherwise agreed by Broker.

9. GRANT/RELEASE OF PROPERTY DATA TO BROKER: Owner grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Owner hereby releases to Broker all of the Owner’s interests and all intellectual property rights therein. If Owner elects to allow dissemination of Property data on the internet, Owner understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

10. HOME SECURITY SYSTEMS THAT RECORD AUDIO: Owner is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties. Owner may view the penalties for violating the law at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=gj§ion=10-402&enactments=false>.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 10.
(Owner to initial): _____/_____

11. FAIR HOUSING: With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968, and the Fair Housing Amendments Act under Federal law. Additionally, the Property shall be offered in compliance with the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

12. OWNER RESPONSIBILITY/INSURANCE: Broker shall not be responsible for the care, or physical condition of the Property. Owner shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the Property and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

13. REPAIRS: Owner is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs be duly licensed.

14. BROKER’S COMPENSATION: The amount of Broker compensation is not prescribed by law or established by any membership organization with which the Broker is affiliated.

For services rendered, the Compensation to be paid by Owner to Broker shall be _____

The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Owner to Broker if:

A. During the term of this Agreement, or any renewal or extension thereof:

(i) Broker produces a ready, willing and able tenant to lease the Property at the lease price and/or at such other price as shall be accepted by Owner or agreed upon in writing between Owner and Broker (the "Lease Price"); or

(ii) Owner shall enter into a written agreement to lease the Property to any person or entity whether such person or entity shall have been procured by Broker, by Owner or by any other person or entity, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of _____ days following the expiration or termination of this Agreement, Owner shall enter into a written agreement to lease the Property to any person who or to any entity which, with knowledge of Owner or any agent of Owner, inspected or made inquiry about the Property or negotiated to lease the Property during the term of this Agreement or any renewal or extension thereof, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

B. Owner defaults or voluntarily agrees to terminate a lease; or

C. Owner breaches this Agreement.

Where tenant renews the tenancy after the expiration of the original lease term or enters into a new lease beyond the terms of the original lease, Owner shall pay an additional brokerage fee of:_____.

The additional brokerage fee shall be due and payable at the beginning of each renewal term or new lease term.

If, during the term of the lease or any extension thereof or within _____ months following the expiration or termination of the lease, the tenant should enter into a written agreement with Owner to purchase the Property, Owner agrees to pay Broker a Brokerage Fee in the amount of _____ as compensation for Broker's services.

The party making settlement is hereby irrevocably authorized and directed by Owner to deduct the Brokerage Fee from the proceeds of sale and pay the same to Broker as a convenience to Owner and not as a limitation upon Owner's liability to pay the Brokerage Fee.

The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Owner. However, Owner acknowledges and agrees that settlement on the Property shall not be a condition precedent to Owner's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

Owner shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any renewal or extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Owner is for the purpose of avoiding the obligation of Owner to pay the Compensation to Broker.

15. AUTHORITY TO COOPERATE WITH OTHER BROKERS: Broker shall be entitled to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective tenants to represent tenant's interests ("Tenant Agents"). Owner consents to Broker's cooperation and fee sharing with Subagents or Tenant Agents (collectively "Cooperating Brokers"). Broker shall pay to any Subagent, who has earned and is entitled to share in the Fee, _____. Broker shall pay to any Tenant Agent who has earned and is entitled to share in the Fee, _____.

16. MINISTERIAL ACTS: Owner hereby consents to and authorizes Broker and Broker's agents, whether acting as Subagents or Tenant Agents, to provide ministerial acts as defined by law on behalf of Owner to third persons in connection with the lease of the Property.

17. SMOKE ALARM NOTICE: Owner is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Owner is advised to verify compliance with the city or county in which the Property is located. Owner may view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=gps§ion=9-101&enactments=false>.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 17.

(Owner to initial): _____/_____

18. CARBON MONOXIDE NOTICE: Owner is hereby notified of changes in Maryland law regarding carbon monoxide alarms (Section 12-1101 et seq. of the Public Safety Article, Annotated Code of Maryland). As of April 1, 2018, carbon monoxide alarms must be installed on each level of a rental unit and outside the sleeping area. The carbon monoxide alarm may be combined with a smoke alarm.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 18.

(Owner to initial): _____/_____

19. LEAD-BASED PAINT:

A. LEAD-BASED PAINT HAZARD: Owner acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

Owner represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed:

(Owner to initial one):

_____ / _____ prior to 1978;

OR _____ / _____ during or after 1978;

OR _____ / _____ Owner is uncertain as to the date of construction.

If Owner is uncertain as to date the Property was constructed, Owner agrees that, for the purpose of the lease contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Owner agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Owner is required to disclose to tenant, based upon Owner's actual knowledge, all known lead-based paint hazards in the Property and provide tenant with any available reports in Owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the lease. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Owner should visit: <https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers>.

B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency (the "EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Owner to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

An Owner who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for an Owner who personally performs Covered Work on the Owner's principal residence. However, Owner has the ultimate responsibility for the safety of Owner's family or children while performing such Covered Work. For detailed information regarding the RRP, Owner should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 19.B.

(Owner to initial): _____/_____

C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>. Owner may be required to submit the Property to testing for the presence of lead-based paint. Owner may be required to perform lead hazard reduction prior to leasing the Property.

Owner represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed:

(Owner to initial one):

_____ / _____ prior to 1978; the Maryland Program applies;
OR _____ / _____ during or after 1978; the Maryland Program does not apply.

If Owner is uncertain as to date the Property was constructed, Owner agrees that, for the purpose of the lease contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978 and agrees that the Property is fully subject to the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

Owner understands and acknowledges that compliance under the Federal Program and the Maryland Program is the sole responsibility of Owner and Owner agrees to read and become familiar with the requirements of the Federal Program and the Maryland Program related to the leasing of property built prior to 1978. Owner agrees to comply with the Federal Program and the Maryland Program and agrees to undertake all responsibilities for compliance. Owner expressly confirms that Broker shall have no control - actual or apparent - over the Property for purposes of these Programs and that for all purposes of these Programs, Owner shall be solely in control of the Property and solely responsible for compliance. Broker agrees to notify Owner if Broker has actual knowledge of defects relating to the Property including the presence of peeling, flaking or chipping lead-based paint within the interior or exterior of the Property and agrees to forward written communications received from tenants related to lead-based paint to Owner. Owner agrees to indemnify Broker and hold Broker and its agents and subagents and employees harmless from all costs (including attorneys' fees, actions, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, damages, judgments, claims and demands whatsoever, at law or in equity, or in any administrative proceeding) arising out of Owner's failure to comply with the Federal Program or the Maryland Program.

20. LIENS AND MORTGAGES: Owner represents to Broker that Owner is current, unless otherwise specified herein, shall remain so, and is not in default on any mortgages or lines of credit secured by the Property. Owner also represents that there are no liens or judgments against the Property and/or Owner including but not limited to Federal, State or Local tax liens. Additionally, Owner represents that Owner has not filed for bankruptcy protection and is not contemplating doing so during the term of this Agreement or any renewal or extension. (Owner to initial all that apply): _____ / _____ Foreclosure _____ / _____ Potential Short Sale _____ / _____ OTHER: _____.

Owner agrees to immediately notify Broker of any changes in the status of the aforementioned liens, mortgages, lines of credit, judgments and material facts.

21. HOMEOWNERS OR CONDOMINIUM ASSOCIATION: Owner acknowledges that the Property is part of a development which is a (Owner to initial all that apply): _____ / _____ Homeowners Association, _____ / _____ Condominium or _____ / _____ Cooperative. Owner shall obtain and be responsible for providing tenant with a copy of the current rules and regulations pertaining to the Property occupancy.

22. RENTAL LICENSE: Owner is hereby notified that certain jurisdictions require a rental license and periodic inspections. (Owner to initial one):

_____/_____/_____. Owner represents and warrants that Owner has obtained a rental housing license for the Property. Owner agrees to provide a copy of the rental housing license to Broker.

_____/_____/_____. Owner represents and warrants that a rental license will be applied for and such license will be in force prior to execution of a lease. Owner agrees to provide a copy of the rental housing license to Broker.

_____/_____/_____. Owner represents and warrants that no rental license is required in the jurisdiction in which the Property is located.

23. UTILITIES AND MAINTENANCE: TENANT IS RESPONSIBLE FOR (Owner to check all that apply):

- ☐ Electric ☐ Gas ☐ Oil ☐ Water/Sewer ☐ Trash ☐ Lawn ☐ Minor Int. Maintenance ☐ Minor Ext. Maintenance
☐ Gutter Cleaning ☐ Tennis/Pool Dues ☐ Parking Fees ☐ Dock/Slip Fees ☐ Condo/Rec Fees ☐ HOA Fees

Security Deposit: _____
 Other: _____

24. SERVICE ANIMALS: If tenant requires an animal to assist in tenant's daily life activities due to a disability, Owner may not deny tenant the right to have the animal on the Property. Additionally, Owner may not collect an additional security deposit in the form of a pet deposit from such tenant.

25. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Owner warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Owner has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

26. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

- ☐ Consent for Dual Agency ☐ Lock Box
☐ Disclosure of Licensee Status Addendum ☐ Protect Your Family from Lead in Your Home
☐ Federal Lead-Based Paint Disclosure

Other Addenda/Special Conditions: _____

RECEIPT OF COPY: Owner acknowledges receipt of a copy of this Agreement at time of signing hereof.

 Owner Date

 Broker (Company Name)

 Owner Date

 Broker or Authorized Representative Date