



Green Pea Real Estate Sales & Mgmt.
518 W. Dominick St, Ste#5
Rome NY 13440 - (315) 351-2988



EXCLUSIVE RIGHT TO RENT - Listing Agreement ML# _____

This is a legally binding contract, if not fully understood seek competent legal advice before signing.

This Exclusive Agency Listing Agreement, hereinafter referred to as "Agreement", is between _____, hereinafter referred to as "Lessor", and Green Pea Real Estate, A Licensed Real Estate Broker, hereinafter referred to as "Principal Broker" Lessor hereby gives to Principal Broker the right to rent his/her apartments, office, other space, as follows:

| Location (address, city, state, zip) | Apt# / Location | Rent Cost | Pets allowed | Utilities Included |
|--------------------------------------|-----------------|-----------|--|--|
| | | \$ | Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Required Pet Deposit \$____ | Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> |
| | | \$ | Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Required Pet Deposit \$____ | Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> |
| | | \$ | Yes <input type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> Required Pet Deposit \$____ | Heat <input type="checkbox"/> Water <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> |

The listing shall start on (mm/dd/yyyy) _____ and ends on (mm/dd/yyyy) _____ at midnight.

Lessor agrees to pay to the Principal Broker a brokerage fee of (\$800) or 1 months' Rent, whichever is less, when earned and in no event later than the time of closing if a lease offer is accepted by the Lessor during the above listing period.

Lessor authorizes Principal Broker to submit this listing information to the NY State MLS, a multiple listing service, within 48 hours of the start date of the contract and to make an offer of cooperation to all participants in the NY State MLS and to any other licensed broker(s) with whom the Principal Broker deems that cooperation is in the Lessor's interest.

Lessor agrees that within 48 hours to review and approve the accuracy of the Property listing as it appears in the NY State MLS. A copy of the Property listing will be provided by the Principal Broker via fax, email or mail and Lessor will advise the Principal Broker of any necessary changes.

Lessor agrees to allow Principal Broker to compensate any NY State MLS member broker(s) who may participate in the leasing of the Property.

During the term of this Agreement:

1. Lessor hereby authorizes the Principal Broker to make and use photographs and promotional material of the Property for advertising as the Principal Broker may deem advisable, and these promotional materials shall be and remain the sole property of the Principal Broker.
2. Lessor grants to the Principal Broker the sole and exclusive right to affix and maintain the Principle Broker's "For Rent" sign on the Property
3. Lessor agrees to refer any and all inquiries concerning the Property to the Principal Broker.
4. Lessor agrees not to rent or lease the Property during the term of this Agreement.
5. Lessor and Principal Broker agree that the Property is listed in full compliance with local, state and federal Fair Housing Laws, including, but not limited to, non-discrimination based on race, color, religion, sex, handicap, familial status, or national origin.

The undersigned Principal Broker agrees to make diligent efforts to effect a lease of said Property. Lessor authorizes the Principal Broker to use his/her discretion in determining the appropriate marketing approach, unless a specific marketing plan is signed by the parties to this Agreement and attached hereto.

This listing Agreement shall remain in effect until the property is leased, the listing term expires or upon the written agreement to terminate the listing by both the Lessor(s) and the Principal Broker (Licensed Real Estate Broker named herein).

I/We understand the above explanations and all terms of this Agreement.

Any changes to this agreement must be made in writing and signed by both parties.

Lessor: _____

Date signed by Lessor: _____

Principal Broker: _____

Patricia Hamilton, Green Pea Real Estate Sales & Mgmt. LLC



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by _____ (print name of licensee) of _____

(print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

- | | |
|---|---|
| <input type="checkbox"/> Landlord as a (check relationship below) | <input type="checkbox"/> Tenant as a (check relationship below) |
| <input type="checkbox"/> Landlord's agent | <input type="checkbox"/> Tenant's agent |
| <input type="checkbox"/> Broker's agent | <input type="checkbox"/> Broker's agent |
| <input type="checkbox"/> Dual agent | |
| <input type="checkbox"/> Dual agent with designated sales agent | |

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

- Advance informed consent dual agency
- Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction.

(I) (We) _____ acknowledge receipt of a copy of this disclosure

form: signature of { } Landlord(s) and/or { } Tenant(s):

Date: _____

Date: _____