



EXCLUSIVE RIGHT TO LEASE CONTRACT

BROKERAGE FIRM: _____ SELLER'S NAME: _____

Realtor: _____ ID# _____ SELLER'S NAME: _____

Firm Address: _____ Address: _____

Phone: _____ Cell: _____ Phone 1: _____ 2: _____

Realtor Email: _____ Email 1: _____ 2: _____

1. CONSIDERATION AND TERM OF CONTRACT: This Agreement is entered into this date _____, by and between the above-mentioned BROKERAGE FIRM to market the property hereinafter described and to use the best efforts to find a TENANT(S). The OWNER(S) grants to the BROKERAGE FIRM the Exclusive Right to Lease the property from _____ to 11:59 P.M. on _____.

2. PROPERTY DESCRIPTION: This ☐ Residential ☐ Condominium ☐ Multi-Family ☐ Commercial/Industrial ☐ Vacant Land ☐ Other _____] Property is located in the ☐ Village ☐ Township ☐ City] of _____, County of _____, Michigan, commonly known as (street address) _____ (Zip) _____ Described as: _____.

This property is being leased together with all improvements and appurtenances, if any, now in or on the premises (unless specifically excluded herein) including all buildings, fixtures, built-in appliances, all window treatments including hardware, attached mirrors, attached shelving, attached brackets for television, etc., attached floor coverings, attached fireplace doors, screens, equipment, gas logs, garage door opener and controls, screens, storm windows and doors, awnings, shutters, landscaping, fences, and mailboxes, all light fixtures and ceiling fans, alarm system (unless rented), radio and television antennas, satellite dish, rotors and controls, water softener (unless rented), water pumps, pressure tanks, fuel in tanks, incinerator (if any), and gas, oil and mineral rights owned by Seller, and _____.

OWNER(S) excludes the following items: _____.

3. PRICE/TERMS: OWNER(S) agrees to lease the property for a period of _____ months at a rent of \$ _____ per month; or upon such terms and conditions as the OWNER(S) may hereafter accept. SECURITY DEPOSIT OF \$ _____ REQUIRED.

4. COMMISSION: Realtor/Broker commissions are fully negotiable and are not fixed, controlled or set by law, the Multiple Listing Service, or any other person who is not a party to this Agreement. OWNER(S) agrees to pay the BROKERAGE FIRM a commission of \$ _____ or _____ % of the lease price upon the consummation of the lease. The commission shall be due and payable if a tenant is obtained for the Property by anyone, including the OWNER(S), during the term of this contract at the price and terms set forth herein, or upon any other price and terms agreed upon by the OWNER. FURTHER, said commission will be paid if:

- a) the OWNER(S) refuses to lease when a ready, willing and able tenant is produced at price and terms.
- b) the OWNER(S) refuses or is unable to complete a lease pursuant to the terms of a duly executed Lease Agreement, Agreement to Lease, Contract of Lease, or such the equivalent agreement signed by OWNER.
- c) the OWNER(S), or anyone, leases (or enters into a contract to lease or receives a deposit within _____ days from the termination or expiration of this contract to anyone to whom the Property has been shown or who has learned of the Property because of the BROKERAGE FIRM'S efforts, during the term of this contract. It is agreed that the word "lease" shall include a trade or exchange and that a commission will be due at the agreed upon amount or percentage of the exchange or trade value, and the case may be, and that in the event of a trade or exchange, the BROKERAGE FIRM is authorized to receive a commission or fee from both parties to the transaction provided disclosure thereof is made to all parties.

5. LEAD BASE PAINT: [Check one box]

☐ OWNER represents and warrants that listing property was built in 1978 or later and that therefore, the federally-mandated lead-based paint disclosure regulations do not apply to this property.

- OR -

☐ OWNER represent and warrants that the listed property was built before 1978 and that therefore, the federally mandated lead-based paint disclosure regulations apply to this property.

6. AGENCY: OWNER(S) acknowledges that the BROKERAGE FIRM has explained to OWNER(S) the BROKERAGE FIRM policy on agency and has disclosed to OWNER(S) the different types of real estate agency relationships. OWNER(S) further grants the BROKERAGE FIRM the authorization to act as a disclosed dual agent in the event any licensee of the BROKERAGE FIRM procures TENANT(S) who has contracted with the BROKERAGE FIRM as a TENANT'S agent. OWNER(S) acknowledges BROKERAGE FIRM will show potential TENANT(S) properties other than the OWNER'S property, and provide TENANT(S) with information on leasing prices in the area.

7. DEFAULT: If a lease is not consummated because of the OWNER'S refusal to perform, then the full commission shall be due and payable upon such refusal. If a lease is not consummated because of the LESSEE'S failure to perform and the deposit made is forfeited, OWNER(S) agrees that [REDACTED] % of the deposit (but not in excess of the amount of the full commission) shall be retained by the BROKERAGE FIRM in full payment for services rendered in this transaction.

8. OPTION: The OWNER(S) agrees that the commission will be due and payable to the BROKERAGE FIRM if the OWNER(S) enters into an option to lease during the term of this contract or the protection period as provided upon the consummation of the lease pursuant to the option. If the option is exercised and consummated, the afore agreed upon commission will be paid to the REALTOR/BROKER on the option amount.

9. CONSIDERATION NEGOTIATION: The OWNER(S) and the BROKERAGE FIRM acknowledge that they have negotiated the consideration contracted hereunder between themselves and that the commission to be paid by the OWNER(S) and in consideration for services to be performed by the BROKERAGE FIRM in consideration for the commission to be paid was not fixed, controlled, recommended or maintained by any other person(s) or entity not a party to this contract. Broker commissions are not set by law and are fully negotiable.

10. MULTI-LIST/COOPERATION: The OWNER(S) acknowledges that the services of the Multiple Listing Service(s), and the offering of cooperation and compensation to other Participants has been fully explained and the BROKERAGE FIRM is authorized to multi list the Property. The OWNER(S) authorizes the BROKERAGE FIRM to provide to the Multiple Listing Service(s) such information as they may require including, but not limited to, timely notice of the status changes in this contract and lease information including lease price and terms upon the acceptance of an Offer to Lease or at any time after closing. The Multiple Listing Service(s) is authorized to disseminate the information so provided to its Participants according to its rules and regulations. The OWNER and BROKERAGE FIRM release the Multiple Listing Service(s) from any liability for errors and omissions in the listing information disseminated. The OWNER authorizes the BROKERAGE FIRM to offer cooperation as provided by the Multiple Listing Service(s) either through the Multiple Listing Service(s) or otherwise, and to offer such compensation to the cooperating BROKER as established by the BROKERAGE FIRM. The compensation to be paid to a cooperating BROKER is completely within the discretion of the BROKERAGE FIRM and is not fixed, controlled, recommended, or maintained by any person or entity not a party to this contract, and the BROKERAGE FIRM has the authority to change said compensation at any time, and further it is understood that compensation paid to a cooperating BROKER will be paid from the commission due the BROKERAGE FIRM hereunder unless otherwise agreed upon in writing. BROKERAGE FIRM is hereby authorized to the taking of photos and/or video ("Visual Media") of the Property and consents to the unlimited and perpetual use of such derivative works from, distribution, and display of the Visual Media throughout the world in any format. Marketing will begin on [REDACTED].

11. CANCELLATION: This contract can be CANCELLED or REVOKED during the term of this Agreement only upon the sole discretion and express written consent of the BROKERAGE FIRM, given in writing, and delivered to the last known address of the OWNER(S). Broker does not need to obtain OWNER'S consent to terminate this contract.

12. **SHOWING/SIGNS:** BROKERAGE FIRM is hereby authorized to retain a key, cause a sign to be erected on the Property and to any and all other "for lease" signs. BROKERAGE FIRM shall have access to the buildings on the Property for the purpose of showing the same at reasonable hours. OWNER(S) shall indemnify and hold harmless BROKER and BROKER'S agents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of OWNER'S property pursuant to this listing. Owner continues to assume all responsibility for damage, loss and maintenance of the property during the term of the listing.

13. **LOCK BOX:** The BROKERAGE FIRM (☐ is) (☐ is not) authorized to attach a lock box to be used for the purpose of storing key(s) that provide access to the property by authorized persons.

14. **MARKET:** Upon OWNER'S written acceptance of the terms of any Offer to Lease, Lease Agreement, Contract of Leasing, or equivalent, the BROKERAGE FIRM shall not continue to market the property, nor present any other offers received after the time of acceptance, unless agreed upon by all parties in writing.

15. **REFERRAL:** OWNER agrees to refer to the BROKERAGE FIRM all inquiries concerning the property during period of this contract.

16. **HEIRS:** The covenants herein shall bind the heirs, personal representatives, administrators, executors, assigns and successors of the respective parties.

17. **NON-DISCRIMINATION:** It is agreed by the BROKERAGE FIRM and the OWNER(S), parties to this agreement, that as required by law, discrimination because of race, religion, color, national origin, sex, marital status, age, height, weight, physical or mental disability, or familial status, by said parties in respect to the sale of the subject property is PROHIBITED.

18. **INFORMATION:** OWNER agrees to provide REALTOR/BROKER or TENANT with all information required by law.

19. **BINDING CONTRACT:** This contract shall be binding upon execution by OWNER(S) or OWNER(S) agents and BROKERAGE FIRM or the agent of the BROKERAGE FIRM.

20. **ELECTRONIC COMMUNICATION:** The OWNER(S) (☐ WILL) (☐ WILL NOT) authorize the use of electronic communication, including e-signatures. In the event the OWNER(S) will accept electronic communication, indicate the following:

Fax: _____ Email 1: _____ Email 2: _____

21. **OTHER:** _____

22. **ACKNOWLEDGEMENT:** The OWNER(S) has read, acknowledges, and accepts the terms of this Contract and has received a completed copy of this Contract.

Realtor

Date

Owner

Date

For _____
BROKERAGE FIRM

Owner

Date

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