

EXCLUSIVE RIGHT TO LEASE AGREEMENT #418

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I/We _____ (“LANDLORD”), hereby grant to _____, a real estate broker licensed under the laws of the Commonwealth of Massachusetts (check if applicable) who has designated _____ (licensee name) to work on LANDLORD’S behalf (“LISTING BROKER”), the exclusive right to lease any available space in the property described as _____ (the “PROPERTY”) on the following terms:

1. Duties and Representations. The LISTING BROKER is granted the exclusive right to lease the PROPERTY during the Term of this Agreement. The LANDLORD agrees to refer all inquiries to the LISTING BROKER and to cooperate in marketing the PROPERTY by completing necessary forms, providing adequate access and communicating with any current occupants as necessary. The LISTING BROKER agrees to use reasonable efforts to lease the PROPERTY.

The LISTING BROKER is authorized but is not required: (a) to place a sign on the PROPERTY; (b) to photograph, video and advertise the PROPERTY in such media as the LISTING BROKER may select; and (c) to place a lockbox on the PROPERTY. The LANDLORD authorizes the LISTING BROKER to disclose to prospective tenants all information about the PROPERTY provided to the LISTING BROKER by the LANDLORD, all of which the LANDLORD represents to be accurate. The LISTING BROKER is not hired as a property inspector, tax advisor or attorney and if such services are desired, LANDLORD should hire those professionals. The LISTING BROKER shall have no obligation to continue to market the PROPERTY after an application has been accepted by the LANDLORD and a lease agreement has been entered into, and shall not manage the PROPERTY unless expressly agreed otherwise.

For properties built before 1978 the LANDLORD agrees to complete a **Tenant Lead Law Notification and Certification Form** and to provide LISTING BROKER with copies of all records concerning the presence of lead paint. The LANDLORD has a legal obligation to remove or control lead paint hazards in homes built before 1978 when children under the age of six (6) live there.

The LANDLORD and LISTING BROKER agree to comply with all applicable federal, state and local Fair Housing Laws. The LISTING BROKER shall assist the LANDLORD in the screening process using objective criteria and shall not make any inquiry concerning the race, religion, color, national origin, sex, sexual orientation, gender identity, age (except if a minor), ancestry, genetic information or marital or familial status of the applicant, or concerning the fact that the applicant is a veteran or a member of the armed forces or has a disability. While the LISTING BROKER or LANDLORD may inquire as to the source of income for any prospective tenant in the screening process, the LANDLORD cannot refuse to offer to lease the PROPERTY based on the applicant’s source of income.

LANDLORD is aware that there is a risk of injury to persons viewing the PROPERTY as well as risk of loss or damage to the PROPERTY during a showing, whether the showing is accompanied by the LISTING BROKER, via lockbox or otherwise. LANDLORD has the responsibility to prepare the PROPERTY to minimize the likelihood of injury, damage or loss; this includes notifying the current occupants, if any, of the same. LANDLORD agrees to indemnify, defend and hold LISTING BROKER and its agents harmless from any loss or claim of liability during any showing, other than if proven to have been the result of LISTING BROKER’S intentional misconduct. LANDLORD understands and agrees that showings may be conducted by a licensee other than the LISTING BROKER or its agents. LANDLORD further understands and agrees that other licensees and prospective tenants are permitted to photograph and videotape the PROPERTY unless expressly stated to the contrary.

LANDLORD hereby acknowledges that the common areas of the PROPERTY to be leased **does** **does not** have recording devices, including, but not limited to devices such as: Nest, Ario, Amazon Echo, Google Home, Ring, etc. If a device is present, LANDLORD hereby states that it records **audio**, **video**, or **both audio and video**. It is unlawful in Massachusetts to secretly listen to or record a communication of another individual without their knowledge and consent. Whenever a showing, open house or other inspection of the PROPERTY is conducted, any such surveillance equipment shall be turned off by the LANDLORD unless visitors are clearly made aware that the device is in use.

2. Listing Term. This Agreement shall begin on _____ and end on _____ and may be extended by agreement.

3. Lease Provisions. The LANDLORD authorizes the LISTING BROKER to advertise the following lease terms (or any such other price and terms that the LANDLORD may approve):

a) The PROPERTY shall be available to lease on _____.

b) The LANDLORD is advertising a lease term of:

i. _____ year(s) and the Fixed Term Lease (will / will not) be Self-Extending, or

ii. Month-to-Month and a Tenancy at Will Lease

iii. Other: _____



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- c) The advertised monthly rent for the PROPERTY shall be: \$ _____ dollars/ per month.
- d) Under Massachusetts Law Ch. 186 § 15B, the LANDLORD, and any agent of the LANDLORD, including LISTING BROKER, is limited in the fees they may collect from a tenant or prospective tenant to first month's rent, last month's rent, security deposit (equal to or less than first month's rent), and the actual lock and key fee. LISTING BROKER shall advertise the following tenant paid fees (*Check as Applicable*): **Last Month's Rent** **Security Deposit** **Lock and Key Fee**.
- i. If a Security Deposit is collected, LANDLORD is required to hold that deposit in a separate interest-bearing escrow account in the Commonwealth and provide the tenant with a receipt, identifying the bank and account number within thirty (30) days of receiving the deposit. The LANDLORD is also required to provide the tenant with a Statement of Condition of the PROPERTY at the time of receipt of the Security Deposit or within ten (10) days after commencement of the tenancy, whichever is later. If the Security Deposit is held for more than one year, the LANDLORD must pay interest each year to the tenant at five percent (5%) or the actual interest earned on the account, whichever is less.
 - ii. If Last Month's Rent is collected, the LANDLORD is not required to hold that amount in a separate escrow account, but is required to pay interest annually to the tenant at the rate of five percent (5%) (pro-rated for shorter rentals) or pay such lesser interest as is actually received from the bank.
 - iii. The LISTING BROKER shall have no duty to act as escrow agent with regard to the Security Deposit or Last Month's Rent unless the parties expressly agree otherwise.

4. Listing Broker's Fee. According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, LANDLORD has been advised of the LISTING BROKER'S general company policies regarding compensation to other licensees and that fees are not fixed, controlled or recommended by law or by any other person or entity not a party to this Agreement and are fully negotiable. LANDLORD agrees to pay LISTING BROKER as follows: (*complete as applicable*)

- a) **Compensation.** If within the Term of this Agreement or any extension, any space in the PROPERTY is rented or leased to a tenant procured by the LISTING BROKER, by the LANDLORD, or by anyone else, on such terms as the LANDLORD may agree, the LISTING BROKER shall be due a fee of: _____.
- i. Compensation may be paid to LISTING BROKER from any fees the LISTING BROKER is holding in escrow pursuant the lease agreement between the LANDLORD and tenant.
 - ii. Compensation shall also be due upon lease within _____ days after expiration of this Agreement or any extension to any person who was shown or introduced to the PROPERTY by or through the LISTING BROKER during the Listing Term or any extension.
 - iii. **Compensation due to the LISTING BROKER shall only be paid by the LANDLORD or their representative. Any tenant or prospective tenant is prohibited by M.G.L. Ch. 112 § 87DDD1/2 from paying for LISTING BROKER services provided under this Agreement.**
- b) LANDLORD shall not pay any other broker for services in connection with the lease of the PROPERTY nor give any instruction that reduces the LISTING BROKER'S fee during the Term of this Agreement or any extension, except if the LISTING BROKER has given written consent. Acceptance of escrowed funds shall not constitute consent. Should LANDLORD violate the foregoing provision and LISTING BROKER initiates or is caused to participate in any lawsuit, arbitration or other proceeding, including an interpleader action, LISTING BROKER shall be reimbursed by LANDLORD: (i) for LISTING BROKER'S reasonable attorneys' fees and costs; and (ii) to receive from LANDLORD interest at the legal rate on the amount due LISTING BROKER.
- c) All disputes, claims or controversies arising out of or related to this Agreement shall, upon demand of either party, be submitted for binding arbitration, to the local or state Association of REALTORS® or, in the event the Association declines to hear the matter, to the American Arbitration Association (AAA) or, upon mutual agreement, to another dispute resolution service. The REALTOR® arbitration proceedings shall be conducted by a panel of at least three (3) arbitrators according to the then current rules of the local or state Association of REALTORS® (or, if before AAA, by a single arbitrator according to the consumer arbitration rules, or if not applicable, to the commercial arbitration rules of the AAA), and all proceedings will be conducted at a location in Massachusetts chosen by the arbitrator.
- d) Except as provided for proceedings pursuant to paragraph b, reasonable attorneys' fees and costs shall be awarded to the generally prevailing party in the arbitration or lawsuit. Should either party file a claim for violation of General Laws Chapter 93A, the prevailing party (including any agent of the LISTING BROKER) shall be entitled to recover reasonable attorneys' fees and costs, but no fees and costs shall be recovered in the event that a tender of settlement was made in advance of suit, but rejected, and the court or arbitrator determines that the rejected tender was reasonable in relationship to the injury actually suffered.

5. Entire Agreement/Governing Law. This Agreement is the entire agreement between the parties. LANDLORD has read this Agreement, understands its contents and has received a copy of the same at the time of signing. This Agreement is binding upon the parties' heirs, successors, and personal representatives. Assignment shall not limit the rights of the LISTING BROKER. This Agreement shall be



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MASSACHUSETTS
ASSOCIATION OF REALTORS®

governed by the laws of the Commonwealth of Massachusetts. Unless otherwise stated, this Agreement may not be modified, except in writing signed by both parties.

6. Additional Terms.

This document creates binding legal obligations. For legal advice, consult an attorney.

DATED

LANDLORD or Authorized Representative

LISTING BROKER or Authorized Representative

LANDLORD or Authorized Representative

Designated Licensee Name and License Number (if applicable)

Licensee Signature

