

RIGHT TO LEASE FEE AGREEMENT # 431

Non-Exclusive (Residential Property) (Page 1 of 2)



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 right to lease any available space in the property described as _____ (“PROPERTY”) on the following terms:

1. Duties and Representations. The LISTING BROKER is granted the **non-exclusive right** to lease the PROPERTY during the Term of this Agreement. The LANDLORD agrees to cooperate in marketing the PROPERTY by completing necessary forms, including the **Tenant Lead Law Notification and Certification Form**, providing adequate access and communicating with any current occupants as necessary. The LISTING BROKER agrees to use reasonable efforts to lease the PROPERTY and may advertise the PROPERTY in such media as the LISTING BROKER may select.

The LISTING BROKER is not hired as a property inspector, tax advisor, or attorney and if such services are desired, the LANDLORD should hire those professionals. The LANDLORD and the LISTING BROKER agree to comply with all applicable federal, state, and local Fair Housing Laws.

The 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, the LANDLORD hereby states that it records **audio**, **video**, or **both audio and video**. 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. The LANDLORD agrees to indemnify, defend and hold the 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 the LISTING BROKER’S intentional misconduct.

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):

_____.

The LISTING BROKER shall have no duty to act as escrow agent with regard to the Security Deposit or Last Month’s Rent (if collected) unless the parties expressly agree otherwise.

4. Listing Broker’s Fee. The 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. The LANDLORD agrees to pay the 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, on such terms as the LANDLORD may agree, the LISTING BROKER shall be due a fee of:

- i. Compensation may be paid to the 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 Section 87DDD1/2 from paying for the LISTING BROKER services provided under this Agreement.**



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MASSACHUSETTS
ASSOCIATION OF REALTORS®

b) 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.

5. 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

