

**EXCLUSIVE RIGHT TO LEASE AGREEMENT
(Residential Property)**



MASSACHUSETTS ASSOCIATION OF REALTORS®

I/We _____ ("Landlord"), hereby grant to _____, a real estate broker licensed under the laws of the Commonwealth of Massachusetts ("Broker"), the exclusive right to lease/rent residential dwelling described as _____ (the "Property") on the following terms:

- 1. Landlord's Duties And Representations.** The Broker is granted the exclusive right to lease/rent the Property during the term of this Agreement and the Landlord agrees to refer all inquiries to the Broker and to cooperate in marketing the Property. If the Property is rented to a Tenant procured by the Broker, by the Landlord or by anyone else, the fee described in paragraph 3 shall be due. The Broker is authorized, but is not required: (a) to place a listing for the Property in any multiple listing service; (b) to place a sign on the Property; and (c) to photograph and advertise the Property in such media as the Broker may select. The Landlord authorizes the Broker to disclose to prospective Tenants all information about the Property provided to the Broker by the Landlord, all of which the Landlord represents to be accurate. According to the Code of Ethics and Standards of Practice of the National Association of REALTORS®, Landlord has been advised of (1) the Broker's general company policies regarding cooperation with and compensation to subagents, Tenant's agents and other licensees; (2) the fact that a Tenant's agent, even if compensated by the Broker or Landlord will represent the interest of the Tenant; and (3) any potential for the Broker to act as a disclosed dual agent on behalf of the Landlord and Tenant. For properties built before 1978 the Landlord agrees to complete a Tenant Lead Law Notification and to provide Broker with copies of all records concerning the presence of lead paint. The Landlord agrees to comply with all applicable fair housing laws.
- 2. Listing Period.** This Agreement shall begin on _____ and end on _____ and may be extended by agreement.
- 3. Broker's Duties / Fee.** The Broker agrees to use reasonable efforts to lease/rent the Property. If within the term of this Agreement or any extension, any space in the Property is rented or leased on such terms as the Landlord may agree, the Broker shall be due a fee of: _____ percent of the rent payable in full upon signing the lease. The aforesaid fee shall also be due upon lease/rental within _____ months after expiration of this Agreement or any extension to any person who was shown or introduced to the Property by or through the Broker during the Listing Period or any extension. The Broker shall also be entitled to reimbursement from the Landlord for each of the expenses identified in the attached Addendum A which shall be payable within _____ days of the billing date. The Broker is not hired as a property manager, property inspector, tax advisor or attorney and if such services are desired Landlord should hire professionals. Unless expressly agreed, Broker shall have no duty to act as escrow agent with regard to the security deposit. Landlord agrees to provide Tenant with a statement of condition, if required.
- 4. Broker Cooperation.** Broker and Landlord agree that Broker _____ will / _____ will not [check one] offer compensation to cooperating licensees, as follows: _____ to subagents of seller; _____ to tenant's agents; _____ to others.
- 5. Extension / Renewal.** In the event that the Tenant or its successors or assigns extends or renews the lease/rental, the Broker shall be due a fee of _____ percent of the rent for each such extension/renewal for _____ years, payable upon signing each such extension/renewal.
- 6. Sale.** If all or part of the Property is sold to the Tenant or its successors or assigns within _____ years of the commencement of the lease/rental or any extension/renewal, the Broker shall be due an additional fee of _____ percent of the selling price.
- 7. Additional Terms.** _____

Dated: _____

LANDLORD Or Authorized Representative

BROKER Or Authorized Representative

LANDLORD Or Authorized Representative