

Date: \_\_\_\_\_ Landlord(s) Name: \_\_\_\_\_

Landlord Address: \_\_\_\_\_ City, State Zip: \_\_\_\_\_

**Re: Co-Exclusive Right to Rent - Single Family Dwelling, Townhouse and Multi-Family Building**

Property Address: \_\_\_\_\_

Property Apt # : \_\_\_\_\_ City, State Zip : \_\_\_\_\_  
(hereinafter "the Property")

Dear \_\_\_\_\_

Keller Williams Realty Gold Coast is pleased to provide you with Co-Exclusive brokerage and marketing services for the rental of the above referenced Property. Keller Williams Realty Gold Coast is co-brokering the property with \_\_\_\_\_ (hereinafter "the co-brokering firm). Keller Williams Realty Gold Coast and \_\_\_\_\_ are referred to collectively as "the Firms."

The terms and conditions of this agreement are as follows:

- **Rental Listing Price:** \$ \_\_\_\_\_

1. You hereby grant us, the Firms, the exclusive right to rent the Property
2. You represent to us that you are the owner(s) of, or authorized legal representative of the Property and are fully authorized to rent the Property and enter into this Agreement.
3. This agreement shall be effective as of \_\_\_\_\_ and continue in full force and effect until \_\_\_\_\_ (hereinafter the "Term"). In the event you are negotiating with a prospective tenant during the Term of this Agreement, you agree that the expiration date of this Agreement shall be extended until such time as a lease is signed by both parties for the Property. Nothing contained herein is intended to reduce the Term of this Agreement.
4. You authorize us to offer the Property for lease at a price set forth alone or subsequently authorized by you in writing. You also agree that we may rely on any other information you provide to us about the Property.
5. We agree to offer the Property for rent; advertise and market it; arrange inspections and open houses, and submit to you and negotiate all offers made by prospective tenants. We agree to advertise the Property at our expense. The Firms will agree to credit the other Firm as the co-brokering firm. You authorize us to create and direct all marketing and agree that no other advertising or marketing shall be permitted unless specifically authorized by us. In our effort to best market and advertise the Property we will arrange for professional photography and other media such as floor plans, videography, virtual staging, etc. (if appropriate). To permit scheduling, preparation, and completion of these services you hereby permit us to: (i) complete these services, and (ii) delay the marketing, advertising, and releasing of listing information to the brokerage community and general public for a period of up to five (5) business days.
6. In the event the Property is leased pursuant to this Agreement, you will pay us a commission equal to \_\_\_\_\_ for the Property and any garage or parking space, storage space, and/or household furnishings included under the lease. If during the Term of this Agreement, we, you, another broker, finder, or other person finds a tenant for the Property, you agree to pay to us the full commission set forth herein.

**Landlord Initial:** \_\_\_\_\_

**KWGC Initial:** \_\_\_\_\_

**Co-Brokerage Initial:** \_\_\_\_\_

7. In our effort to effect a satisfactory rental/lease you authorize us at our own discretion (i) to solicit the cooperation of other licensed real estate brokers (hereinafter "Cooperating Brokers") who will act as agents of prospective tenants, and (ii) to work with them on a cooperating basis for the rental of the Property. In the event that a Cooperating Broker solicited by us is involved in the transaction, the total commission shall be \_\_\_\_\_ for the Property and any garage or parking space, storage space, and/or household furnishings included under the rental lease. We shall pay the Cooperating Broker a commission in accordance with a separate co-brokerage agreement between us and such broker. For purposes of this Agreement, other agents associated with Keller Williams Realty Gold Coast and not named as Exclusive Agents herein shall be treated as cooperating brokers and compensation shall be due as provided for in this paragraph.
8. If the Firms hold a joint Open House and an unattached attendee leases the property, both the list and rent side commissions will be shared \_\_\_\_\_/\_\_\_\_\_.
9. If during the Term of this Agreement, we, you, another broker, finder, or other person finds a purchaser for the Property, you agree to pay to us the full commission set forth herein. This commission shall be paid as follows:
- A. In the event that the Tenant/Lessee is procured by Keller Williams Realty Gold Coast, a total \_\_\_\_\_% will be payable to Keller Williams Realty Gold Coast, and a total \_\_\_\_\_% will be payable to the co-brokering firm; if the Tenant/Lessee is procured by the co-brokering firm, a total \_\_\_\_\_% will be payable to the co-brokering firm, and a total \_\_\_\_\_% will be payable to Keller Williams Realty Gold Coast.
  - B. In the event that the Buyer is procured by a Cooperating Broker other than the co-exclusive Firms, fifty percent (50%) will be paid to them and the remaining fifty (50%) shall be shared equally between the co-exclusive Firms.
  - C. In the event the buyer is referred to the Firms by the Seller, the total rental commission shall be shared equally (50%/50%) between the co-exclusive Firms.
10. You understand that we represent you except if another agent of the Firms represents the tenant. In that case, you authorize the Firms to act as a dual agent with designated agents representing the landlord and tenant. In all instances, the Firms treat all parties fairly and honestly.
11. Payment of the commission shall be disbursed to Keller Williams Realty Gold Coast and Co-Brokering Firm \_\_\_\_\_ at lease signing in the form of a certified check or attorney's escrow check.
12. During the term of this agreement, you agree to refer to us all inquiries, proposals and offers received by you regarding the Property including, but not limited to, those from principals and other brokers. You further agree to conduct all negotiations with respect to the rental lease or other disposition of the Property solely and exclusively through our firm. If, during the term of this agreement, you decide to offer the Property for sale, either simultaneously with or instead of for rent, the Firms will have the exclusive right to sale the Property.
13. Pursuant to the Real Estate Board of New York's Residential Code of Ethics and Co-Brokerage Agreement within three (3) business days after the expiration of this Agreement, we will deliver to you in writing a list of no more than six (6) names of persons who inspected the Property during the term of the listing. If within ninety (90) days after the expiration of this Agreement, a lease for the Property is executed with any of the six persons, or by family members, business entities or any other party related to a person named on the list, Keller Williams Realty Gold Coast shall be entitled to the commission provided for under paragraph 6 of this Agreement.
14. In the event that a lessee defaults and does not rent/lease the property and you receive any funds or retain any deposit as a result of a lease signed by a person introduced during the Term of this Agreement, you agree to pay us a commission in accordance with Paragraph 6 of this Agreement on such amounts retained.
15. This Agreement shall be subject to, and governed by the laws and jurisdiction of the State of New York, without regard to conflicts of laws provisions. Should it be necessary for us to initiate arbitration proceedings as a result of your failure to pay the commission as stated herein, we shall be able to recover any and all reasonable legal fees including costs and disbursements incurred therein

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16. This Agreement represents and embodies the entire Agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement shall bind and benefit the personal representatives, successors, and assigns of the parties, and may not be changed, rescinded, or modified, except by a writing signed by both parties. This Agreement shall not be binding upon either party until a counterpart thereof is signed by you and by a corporate officer of Keller Williams Realty Gold Coast.
17. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original agreement, but all of which shall constitute but one and the same agreement. Facsimile, scanned and emailed, and digital signatures on this Agreement shall constitute originals signatures of the parties.
18. **COMMISSION ESCROW ACT: At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.**
19. **LEAD PAINT DISCLOSURE LAW:** If your property was built prior to 1978, you have an obligation to disclose to the Lessee and the Lessee's agent all information known to you regarding the presence of lead-based paint and lead-based paint hazards within this target housing. All information known to the Landlord's agent regarding the presence of lead-based paint and lead-based paint hazards within this target housing will be disclosed to the Lessee/Tenant. In order to comply with federal laws regarding disclosure and information on lead based paint, we are attaching a copy of the publication "Protect Your Family from Lead in Your Home" and the disclosure form which you must fill out and return to us with this Agreement. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law [42 U.S.C. 4852 (d)] and that you are aware of your responsibility to ensure compliance therewith as applicable.
20. **FAIR HOUSING NOTIFICATION:** The Firms are committed to, and conduct business in accordance with, all Federal, State and Local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of their protected class. It is agreed that this property is listed in full compliance with these laws and our policy.
21. **Arbitration:** The merits of any dispute arising under or in connection with this Agreement, including any agent working in cooperation with the terms of this listing, shall be determined before an arbitrator in the County of New York, State of New York pursuant to the commercial (if applicable) arbitration rules then in effect with the American Arbitration Association. Judgment upon the award may be entered in any court of competent jurisdiction. Should the disputed amount not exceed the jurisdictional limit of the Civil Court of the City of New York, City Courts outside New York City, or Town and Village Courts (whichever applies) the parties may initiate an action in the Small Claims Division of that forum.

**Please Read:**

Owners/Landlords/Property Managers are advised that it is in violation of NYS Penal Law to mechanically overhear a conversation by have any device (or devices) recording, streaming or otherwise documenting the conversation of an individual during real estate-related activities at the property (open houses, showings etc.) if you are not a party to that conversation. If such a device is present and will be operating at any time a potential Tenant is viewing the property, the Seller/Landlord/Property Manager understands that the listing agent must disclose the presence of the device.

**Please Check One:**

The property  does  does not have a device that can mechanically overhear a conversation.

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If the foregoing meets with your approval, please sign and return the enclosed copies of this agreement. A countersigned copy will be returned to you either by email, facsimile, mail, or in person.

Sincerely,

\_\_\_\_\_  
Signature Date

Agent Name: \_\_\_\_\_

Licensed RE  Salesperson  Associate Broker  
Keller Williams Realty Gold Coast

**AGREED TO AND ACCEPTED BY:**

\_\_\_\_\_  
Signature

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

Agent Name: \_\_\_\_\_

Licensed RE  Salesperson  Associate Broker  
Keller Williams Realty Gold Coast

**APPROVED BY:**

\_\_\_\_\_  
Signature

**Mary X. LoGalbo** Date: \_\_\_\_\_

Licensed RE Broker / Broker of Record

Keller Williams Realty Gold Coast

**CO-BROKERING MANAGER:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

EXPLANATION: An "exclusive right to rent/lease" listing means that if you, the owner of the property, find a lessee/tenant for your house, or if another broker finds a lessee/tenant, you must pay the agreed commission to the present broker. An "exclusive agency" listing means that if you, the owner of the property, finds a lessee/tenant, you will not have to pay a commission to the broker. However, if another broker finds a lessee/tenant, you will owe a commission to both the renting broker and your present broker.

**Landlord Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_