

John Prell, Broker Lic. #0493630
3201 Cross Timbers Road
Building 6, Suite 600
Flower Mound, TX 75028
Web: www.creekviewrealty.com
Email: listing@creekviewrealty.com

CREEKVIEW REALTY

Fax: 866-219-7535

Dallas: 214-OWN-HOME (696-4663)
Houston: 281-444-7071
Austin: 512-444-8778
San Antonio: 210-444-1233
Toll Free: 800-219-9444

RESIDENTIAL REAL ESTATE LEASE LISTING AGREEMENT

Exclusive Right to Lease

Owner(s): _____ Day Ph: _____
Address: _____ Eve Ph: _____
City, State, Zip _____ Cell Ph: _____
Email: _____ Fax: _____

1) Owner appoints Creekview Realty (hereinafter referred to as "Broker") as sole and exclusive agent with exclusive right to lease property identified below and list in the Multiple Listing Service (MLS) and MLS websites.

2) Property Address _____

City _____ County: _____ State: _____ Zip: _____

3) Monthly Rental:

Owner instructs Broker to market the Property for the monthly rent of \$ _____ for a lease term of not less than _____ months and not more than _____ months.

4) Listing Term:

This listing begins on _____ and ends at 11:59 pm, 6 months thereafter on the same number day of the month. If that number day does not exist (i.e. February 30), then listing ends the last day of that month. Owner may cancel this listing at any time upon written notice; however, all Broker's fees are non-refundable.

5) Broker's Fee

- \$600 Flat Fee Listing. Broker will authorize other Realtors to show property to prospective Tenants, and give consent to Agents to communicate with Owner.
- \$1400 Flat Fee Listing with Full Representation. Broker will represent and advise Owner in all lease negotiations and complete all necessary documentation.

Either above fee is considered earned by Broker regardless of who ultimately procures a Tenant for the property, and is payable upon execution of this agreement. In addition, Owner to pay a Leasing Agent commission of 1/2 monthly rent to any agent who procures a Tenant. Owner is aware that all commission rates are negotiable with listing Broker only prior to property being entered in MLS.

Broker will forward all Tenant inquiries directly to Owner, and Owner will be responsible for screening Tenants and showing property. Broker will not receive any Tenant agent commission.

6) Access to Property and Owner contact information in MLS

- Broker will supply an Electronic Realtor Keybox for the property (where available, deposit required). Keybox is the property of Broker, and Owner agrees to return keybox to Broker within 10 days after closing or expiration of listing.
- Owner will place a combination keybox on the property. Keybox combination is _____
- Owner does not want to use a keybox.

Showing instructions:

- Show any time - no appt required;
- "courtesy call" to inform Owner of showing (requires Realtor keybox).
- By confirmed appointment only with Owner.

Phone # to call for showings and all questions: _____

Initialed for Identification by _____ Broker/Associate and _____, _____ Owner

NOTE: Use of any photos that have been used on any previous MLS listing of the property by any other agent may not be used and will result in MLS fines.

7) Multiple Listing Service (MLS) Rules and Regulations

Broker is licensed by the State of Texas, and is a member of MLS, and subject to MLS rules, regulations, and information reporting requirements as well as subject to serious penalties for noncompliance. Owner agrees to assist Broker in complying with all such rules, regulations, and reporting requirements by:

- a) Notifying Broker within 24 hours, regardless of weekends, Sundays and Holidays, upon entering into a contract to lease the property, and upon move in. Notification by email is recommended to give Owner a record that Broker was notified.
- b) Entering Broker's name as Listing Agent on any lease and all applicable paperwork.
- c) Supplying Broker with a complete copy of any lease entered into within 24 hours, which includes the name and telephone number of the agent representing the Tenant.

Owner agrees to pay all MLS penalties, fines, and any other costs that Broker may incur as a result of Owner's noncompliance with this paragraph, including but not limited to, a fine of \$50 per day that information is not reported within MLS deadlines, plus \$50 to \$100 per violation. Notwithstanding when any fine is actually imposed by MLS as a result of Owner's noncompliance, Owner agrees to pay Broker a minimum of \$50 per day beginning with the 3rd calendar day after a lease is entered into and a complete copy of that lease is not supplied to Broker.

8) Agency Relationship and Intermediary Status

Broker will exclusively represent Owner in the lease of the Property. However, Owner desires Broker to show the Property to interested prospective Tenants that Broker represents. If a prospective Tenant that Broker represents wishes to lease the Property, Owner authorizes Broker to act as an intermediary with no appointments. Broker will not appoint specific associates to either Owner or the prospective Tenant. Any associate(s) servicing the parties will act solely as Broker's intermediary representative(s). The associate(s) may facilitate the transaction for the parties but will not render opinions or advice during negotiations to either party.

NOTICE: If Broker acts as an intermediary under this paragraph, Broker and any of Broker's associates:

- may not disclose to the prospective Tenant that Owner will accept a rent less than the asking rent unless otherwise instructed in a separate writing by Owner;
- may not disclose to Owner that the prospective Tenant will pay a rent greater than submitted in a written offer to Owner unless otherwise instructed in a separate writing by the prospective Tenant;
- may not disclose any confidential information or any information Owner or the prospective Tenant specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- shall treat all parties to the transaction honestly and comply with the Real Estate License Act

If Owner does not wish Broker to show the Property to prospective Tenants that Broker represents, Owner shall notify broker as such in writing.

9) Owner representations

- Owner has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, and the legal capacity to lease the Property;
- Owner is not bound by a listing agreement with another broker for the sale, exchange or lease of the Property that is or will be in effect during this Listing;
- no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement
- there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
- the Property is not subject to the jurisdiction of any court
- all information relating to the Property Owner provides to Broker is true and correct to the best of Owner's knowledge.

Initialed for Identification by _____ Broker/Associate and _____, _____ Owner

In addition, Owner promises to:

- complete any disclosures or notices required by law or a contract to lease the Property;
- amend any applicable notices and disclosures if any material change occurs during this Listing
- not enter into a listing agreement with another broker for the sale, exchange or lease of the Property to become effective during this Listing.
- when not using Centralized Showing Service (CSS), and receiving calls from agents to schedule showings, Owner agrees to make best effort to answer all calls directly. If calls cannot be answered directly, calls shall be answered by voicemail/answering device. Owner agrees to return all calls within 2 hours. Any outgoing messages Owner's voicemail/answering device shall be professional.

10) Limitation of Liability

Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including any damage or loss associated with the use of a keybox. Owner agrees to indemnify, defend, and hold Broker harmless from any damages, costs, attorneys' fees, and expenses that are caused by any acts by Owner, and Owner's failure to disclose any material or relevant information about the Property, and by Owner giving incorrect information to Broker or any other person. In the event of a buyer's agent/broker filing suit or arbitration, Owner agrees to pay any costs of defense and judgment or award of the amount of the commission found to be owed to the agent.

11) Miscellaneous Provisions

Default: If Owner is in default of any section of this agreement, Broker may cancel this listing and Owner will not be entitled to a refund.

Marketing: In addition to MLS listing, Owner authorizes Broker to market property in any ways Broker deems appropriate, including but not limited to internet postings and placing a "For Lease" sign on the property.

Mediation: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

Attorneys' Fees: If Owner or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorneys' fees.

Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement

Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing

12) ADDENDA AND OTHER DOCUMENTS:

Addenda that are part of this Listing and other documents that Owner may need to provide are:

Broker cannot give legal advice. Read this listing carefully. If you do not understand the effect of this Listing, consult an attorney before signing.

By: _____
John Prell, Broker Lic. #0493630

Owner Signature Date

Print Name _____

Owner Signature Date

Print Name _____