

This Exclusive Right to Rent or Lease Agreement is for the property located at _____

City _____, NJ Zip _____ Block # _____ Lot # _____

LISTING DATE _____ **EXPIRATION DATE** _____

TO: BROKER _____

In consideration of listing and endeavoring to rent or lease the property described above at the rent of \$ _____, Month Year

with a possession date of _____, the undersigned LANDLORD of said property, gives you the EXCLUSIVE RIGHT TO RENT OR LEASE this property and agrees to the following compensation arrangement, if rented or leased by you, the undersigned, or anyone, during the continuance of this authorization, upon the terms stated above or any terms which the undersigned LANDLORD may accept.

(check one):

Compensation of _____ to be paid by Tenant.

Compensation of _____ to be paid by Landlord.

If the compensation is to be paid by the Tenant, the Landlord agrees not to grant possession of the premises to any tenant during the period of this Exclusive Listing Agreement until the Listing Broker certifies in writing to the Landlord, that the Tenant has paid the compensation to the Listing Broker. In the event the Landlord grants possession of the premises to a Tenant or the Tenant takes possession during the period of this Exclusive Listing Agreement without written certification from the Listing Broker that the Tenant has paid the compensation to the Listing Broker the Landlord assumes full liability for payment of the compensation and the Landlord agrees to immediately pay the Listing Broker the compensation as set forth in the agreement.

"As a Landlord you have the right to individually reach an agreement on any fee, compensation, or other valuable consideration with any Broker. No fee, compensation, or other consideration has been fixed by any governmental authority or by any trade association or multiple listing service." Nothing in this Agreement is intended to prohibit an individual Broker from independently establishing a policy regarding the amount of fee, compensation or other valuable consideration to be charged in transactions by the Broker. In the event the property described becomes subject to a written or other agreement between the Landlord and a prospective Tenant or their designees, or is sold, conveyed, leased, or in any way transferred by the Landlord or through any source within _____ days after the expiration of this Agreement to anyone to whom the Broker or the Broker's representative has shown the property, the said compensation provided herein shall be paid to you, the Broker, except in the event that we execute another Exclusive Right to Rent or Lease Agreement.

We, LANDLORD(s), represent that we are the Landlord of the above described property and have full authority to enter into this agreement, or, if we are not the Landlord of the above described property, that we have full authority in writing from the owners to enter in this agreement, and no terms or conditions exist other than those contained herein. Landlord acknowledges that the Landlord has read this Agreement, and the New Jersey Attorney General's Memorandum printed on the reverse side, and the Landlord has received a fully executed copy of this Agreement which contains accurate information. Authorization is hereby granted by the Landlord to submit this listing to the Hudson County Multiple Listing Service (HCMLS) for distribution to all its Broker members. Unless box is checked, Landlord authorizes Listing to appear on all web sites authorized by the HCMLS. Seller acknowledges and understands in the event that the property is not available for showing for 5 days or more the Broker is required by the MLS to change the status of this listing to "TOM". In the event this occurs this listing will not be distributed by the MLS to any public internet sites.

I, _____, as an authorized representative of _____,

Name of licensee _____ Name of firm _____
intend as of this time, to work with you as a (check one) Landlord's Agent and Disclosed Dual Agent if the Opportunity Arises

Landlord's Agent Only Transaction Broker Only

Owner #1 Signature _____ Date Signed _____ Owner #2 Signature _____ Date Signed _____

Owner #1 Name (print) _____ Owner #2 Name (print) _____

Owner's Street Address _____

Owner's City, State, Zip Code _____ Signature Broker's Representative _____ Date Signed _____

Owner's Telephone Number _____ Broker's Representative (print) _____

LISTING BROKERS USUALLY COOPERATE WITH OTHER BROKERAGE FIRMS BY SHARING INFORMATION ABOUT THEIR LISTINGS AND OFFERING TO PAY PART OF THEIR COMMISSION TO THE FIRM THAT PRODUCES A TENANT. THIS IS GENERALLY REFERRED TO AS THE "COMMISSION SPLIT." SOME LISTING BROKERS OFFER TO PAY COMMISSION SPLITS OF A PORTION OF THE GROSS COMMISSION, USUALLY EXPRESSED AS A PERCENTAGE OF THE SELLING PRICE, LESS A SIGNIFICANT DOLLAR AMOUNT. OTHER LISTING BROKERS OFFER A PORTION OF THE GROSS COMMISSION LESS ONLY A MINIMAL LISTING FEE OR LESS ZERO.

THE AMOUNT OF COMMISSION SPLIT YOUR BROKER OFFERS CAN AFFECT THE EXTENT TO WHICH YOUR PROPERTY IS EXPOSED TO PROSPECTIVE TENANT WORKING WITH LICENSEES FROM OTHER BROKERAGE FIRMS.

ON THIS LISTING, THE BROKER IS OFFERING A COMMISSION SPLIT OF _____ MINUS _____ TO POTENTIAL COOPERATING BROKERS.

IF YOU FEEL THAT THIS MAY RESULT IN YOUR PROPERTY RECEIVING LESS THAN MAXIMUM EXPOSURE TO TENANT, YOU SHOULD DISCUSS THOSE CONCERNS WITH THE LISTING SALESPERSON OR HIS/HER SUPERVISING BROKER.

BY SIGNING THIS LISTING AGREEMENT THE OWNER(S) ACKNOWLEDGE HAVING READ THIS STATEMENT ON COMMISSION SPLITS.