

**LISTING CONTRACT:  
EXCLUSIVE RIGHT TO LEASE**

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1. Date \_\_\_\_\_

2. Page 1 of \_\_\_\_\_ pages

3. **DEFINITIONS:** This Contract involves the property located at \_\_\_\_\_,

4. legally described as \_\_\_\_\_

5. \_\_\_\_\_ ("Property").

6. Owner of Property is \_\_\_\_\_ ("Owner").

7. Broker is \_\_\_\_\_ ("Broker").

(Real Estate Company Name)

8. This Contract starts on \_\_\_\_\_, 20\_\_\_\_\_, and ends at 11:59 P.M. on

9. \_\_\_\_\_, 20\_\_\_\_\_.

10. This Contract may only be canceled by written mutual agreement of the parties.

11. **PRICE:** Owner offers the Property for lease for a term of \_\_\_\_\_

12. at \$ \_\_\_\_\_ per \_\_\_\_\_. In addition, tenant shall pay the following utilities and/or

13. expenses: \_\_\_\_\_

14. \_\_\_\_\_

15. \_\_\_\_\_.

16. **OCCUPANCY:** The Property shall become available for occupancy on \_\_\_\_\_.

17. **LISTING:** Owner gives Broker the exclusive right to procure a prospective tenant to lease the Property.

18. In exchange, Broker agrees to list and market the Property for lease. Broker may place a "For Rent"

19. sign and a lock box with keys on the Property, unless prohibited by governing authority. Owner understands this Contract

20. DOES NOT give Broker the authority to manage the Property. Broker shall not be responsible for performing tenant

21. screening, credit/reference checks, managing the tenant application/lease process, or any other form of property

22. management role, unless such services have been agreed to between Owner and Broker in writing separately as a

23. supplement to this Contract or separate agreement for such services. Owner understands Broker may be a member

24. of a Multiple Listing Service ("MLS"), and if Broker is a member of MLS, and where available, Broker may give information

25. to the MLS concerning the Property. Broker may place information on the Internet concerning the Property, including

26. information regarding the lease of the Property (except as limited in the following MLS Data Feed Options section). If Broker

27. procures a tenant for the Property, Broker may notify the MLS and member REALTORS® of the price and terms of the

28. lease. Owner acknowledges that neither Broker, the MLS, the Minnesota Association of REALTORS®, nor any other

29. broker is insuring Owner or occupant against theft, loss, or vandalism.

30. **MLS DATA FEED OPTIONS:**

31. **EXPLANATIONS AND DEFINITIONS:**

32. **"IDX site"** means a web site operated by a broker participating in the MLS on which the broker can advertise the  
33. listings of other brokers in MLS, subject to certain MLS rules. The consumer visiting an IDX site is not required to  
34. register on the site or to have a brokerage relationship with the broker displaying listings on the site.

35. **"Virtual office web site" ("VOW")** means a web site operated by a broker participating in the MLS that delivers  
36. brokerage services to consumers over the world wide web. Visitors to a VOW are required to register on the site (with  
37. their name and a real e-mail address) and enter a brokerage relationship with the broker operating the VOW. The  
38. broker operating the VOW can then show the visiting customer/client nearly all of the information available to the broker  
39. in MLS. The owner(s) of a listing has the right to opt out of certain kinds of data display under the MLS's VOW policy.  
40. The MLS imposes various other rules and restrictions on VOWs.

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42. Property located at \_\_\_\_\_.
43. For each of the following options, the MLS system automatically defaults to "Yes." Owner's instructions pertaining to
44. the Internet display of the MLS input data for the Property are as follows:
45. **Option 1. Listing display on the Internet.** If Owner selects "No," this listing will not be included in MLS data feeds
46. to Internet web sites that display property listing data, whether intended for advertising the Property or
47. providing online brokerage services (e.g., VOWs). Brokers participating in MLS can still disclose the listing
48. to customers/clients via other means, including e-mail, fax, mail, hand delivery, and orally.
49. Shall the Property listing be displayed on the Internet, including sold information? ☐ Yes ☐ No
50. Owner understands and acknowledges that if Owner has selected "No" for Option 1, consumers who
51. conduct searches for listings on the Internet will not see information about the Property in response to
52. their searches.
53. **If "No" was selected at Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Option 2.**
54. **Option 2. Listing address (house and unit numbers and street name) display on the Internet.** If Owner selects
55. "No," the address of the Property will be hidden on web sites receiving data feeds from MLS that result in
56. Internet listing display, whether intended for advertising the Property or providing online brokerage services
57. (e.g., VOWs). Brokers participating in MLS can still disclose the address to customers/clients via other
58. means, including e-mail, fax, mail, hand delivery, and orally.
59. Shall the listing address (house and unit numbers and street name) be displayed
60. on the Internet? ☐ Yes ☐ No
61. **Option 3. An automated valuation of the Property listing or a link to an automated valuation of it may be**
62. **displayed adjacent to the listing.** Some VOWs or IDX sites may provide an automated valuation model
63. ("AVM") function/service. An AVM uses statistical calculations to estimate the value of a property based
64. upon data from public records, MLS, and other sources, and incorporating certain assumptions. The
65. accuracy of AVMs has sometimes been criticized because they do not take into consideration all relevant
66. factors in valuing a property. Owner, by selecting "No," may prohibit display of an automated valuation of
67. his or her listing adjacent to the listing.
68. Shall an automatic valuation of the Property listing or a link to an automated
69. valuation be displayed adjacent to the listing? ☐ Yes ☐ No
70. **Option 4. Comments or reviews of the Property by persons other than the displaying broker may be displayed**
71. **with or attached as a link to the listing data of the Property.** Some VOWs or IDX sites may provide
72. functionality that permits the customers/clients using the VOW or IDX site to enter comments or reviews
73. with the listing or by hyperlink to such comments or reviews. Note that the broker displaying the listing on
74. his or her VOW or IDX site may add commentary representing his or her professional judgment regarding
75. the listing's value, etc.
76. Shall comments or reviews of the Property by persons other than the displaying
77. broker be displayed with or attached as a link to the listing data of the Property? ☐ Yes ☐ No
78. **LISTED FOR SALE:** The Property ☐ **IS** ☐ **IS NOT** currently listed for sale. If **IS**, the listing broker is  
----- (Check one.) -----
79. \_\_\_\_\_.
80. If **IS NOT**, Owner ☐ **MAY** ☐ **MAY NOT** list the Property for sale during the term of this Contract with another broker.  
----- (Check one.) -----
81. Nothing in this Contract shall prohibit Broker and Owner from entering into a listing agreement for the sale of this
82. Property upon terms acceptable to both parties.
83. **OWNER'S OBLIGATION:** Owner shall notify Broker of relevant information important to the lease of the Property.
84. Owner shall cooperate with Broker in leasing the Property upon the terms set forth herein. Owner shall promptly inform
85. Broker about all inquiries Owner receives about the Property. Owner shall remain responsible for security, maintenance,
86. utilities, and insurance during the term of this Contract, and for safekeeping, securing, and/or concealing any valuable
87. personal property. Owner has the full legal right to lease the Property. Owner shall be solely responsible for screening
88. and approving all tenants. Owner shall sign all documents necessary to lease the Property to the tenant.

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90. Property located at \_\_\_\_\_.
91. **Access to the Property:** To facilitate the showing and lease of the Property, Owner authorizes Broker to:
92. 1. access the Property;
93. 2. authorize other brokers and their salespersons, inspectors, appraisers, contractors, and other industry
94. professionals to access the Property at reasonable times and upon reasonable notice; and
95. 3. duplicate keys to facilitate convenient and efficient showings of the Property.
96. Authorizing access means giving Broker permission to allow the above-referenced persons to enter the Property, with
97. or without a licensed salesperson present, disclosing to the other person any security codes necessary to enter the
98. Property, and lending a key to the other person to enter the Property, directly or through a lockbox. Owner agrees to
99. commit no act which might tend to obstruct Broker's performance here. If the Property is occupied by someone other
100. than Owner, Owner shall comply with Minnesota law and any applicable lease provisions of an existing lease and
101. provide tenant with proper notice in advance of any Property showing. Owner understands that prospective tenants
102. and others authorized to access the Property may record the Property by photograph, video, or other medium while
103. accessing the Property.
104. **RECORDING ON THE PROPERTY:** Owner understands that MN Statute 626A.02 specifically prohibits the interception
105. of oral communications without the consent of at least one of the two parties to the communication. Owner should seek
106. appropriate legal advice regarding compliance with this statute if Owner intends to utilize technology that may intercept
107. oral communications between persons other than Owner.
108. **OWNER CONTENT LICENSE:** In the event Owner provides content, including, but not limited to, any photos or videos
109. of the Property ("Owner Content") to Broker, Owner grants to Broker a nonexclusive, perpetual, world-wide, transferable,
110. royalty free license to sub-license (including through multiple tiers), reproduce, distribute, display, perform, and create
111. derivative works of the Owner Content. Owner represents and warrants that Owner has authority to provide Owner
112. Content and Owner Content does not violate any restrictions regarding use including any third-party intellectual property
113. rights or laws. Owner agrees to execute any further documents that are necessary to effect this license.
114. **NOTICE: THE COMPENSATION FOR THE SALE, LEASE, RENTAL, OR MANAGEMENT OF REAL PROPERTY**
115. **SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE BROKER'S CLIENT.**
116. **BROKER'S COMPENSATION:**
117. Owner shall pay Broker, as Broker's compensation, as follows: \_\_\_\_\_
118. \_\_\_\_\_
119. \_\_\_\_\_
120. if Owner leases or agrees to lease the Property before this Contract expires, regardless of whether tenant fulfills all
121. tenant's obligations under the lease. Owner agrees to pay Broker's compensation whether Broker, Owner, or anyone
122. else leases this Property to a tenant. Owner hereby permits Broker to share part of Broker's compensation with other
123. real estate brokers, including brokers only representing the tenant. Owner agrees to pay Broker's compensation in full
124. upon entering into a lease agreement with tenant, unless otherwise specified on lines 117-119.
125. If, within \_\_\_\_\_ days (*not to exceed six (6) months*) after the expiration of this Contract, Owner leases or agrees
126. to lease the Property to anyone who:
127. 1. during this Contract made inquiry of Owner about the Property and Owner did not tell Broker about the inquiry;
128. or
129. 2. during this Contract made an affirmative showing of interest in leasing the Property by responding to an
130. advertisement, or by contacting Broker or the licensee involved, or was physically shown the Property by Broker
131. and whose name and address is on a written list Broker gives to Owner within 72 hours after the expiration of
132. this Contract;
133. then Owner shall still pay Broker the compensation noted here, even if Owner leases the Property without Broker's
134. assistance. Owner understands that Owner does not have to pay Broker's compensation if Owner signs another valid
135. listing contract or facilitator services agreement for this Property after the expiration or cancellation of this Contract,
136. under which Owner is obligated to compensate another licensed real estate broker.

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138. Property located at \_\_\_\_\_ .  
139. To secure the payment of Broker's compensation, Owner hereby assigns to Broker the gross proceeds from the lease  
140. of the Property in an amount equal to the compensation due to Broker under this Contract.

141. **COMPENSATION DISCLOSURE:** Broker's compensation to cooperating brokers shall be as specified in the MLS  
142. unless Broker notifies Owner otherwise in writing.

143. **AGENCY REPRESENTATION:** If a tenant represented by Broker wishes to lease the Owner's Property, a dual agency  
144. will be created. This means that Broker will represent both the Owner and the tenant, and owe the same duties to the  
145. tenant that Broker owes to the Owner. This conflict of interest will prohibit Broker from advocating exclusively on the  
146. Owner's behalf. Dual agency will limit the level of representation Broker can provide. If a dual agency should arise, the  
147. Owner will need to agree that confidential information about price, terms, and motivation will still be kept confidential  
148. unless the Owner instructs Broker in writing to disclose specific information about the Owner. All other information will be  
149. shared. Broker cannot act as a dual agent unless both the Owner and the tenant agree to it. By agreeing to a possible  
150. dual agency, the Owner will be giving up the right to exclusive representation in an in-house transaction. However, if  
151. the Owner should decide not to agree to a possible dual agency, and the Owner wants Broker to represent the Owner,  
152. the Owner may give up the opportunity to lease the Property to tenants represented by Broker.

153. Owner's Instructions to Broker:

154. Having read and understood this information about dual agency, Owner now instructs Broker as follows:

155. ☐ Owner will agree to a dual agency representation and will consider offers made by tenants represented by  
156. Broker.

157. ☐ Owner will not agree to a dual agency representation and will not consider offers made by tenants represented  
158. by Broker.

159. Real Estate Company Name: \_\_\_\_\_

160. \_\_\_\_\_ Owner: \_\_\_\_\_

161. By: \_\_\_\_\_ Owner: \_\_\_\_\_  
(Licensee)

162. \_\_\_\_\_ Date: \_\_\_\_\_

163. **OTHER POTENTIAL OWNERS:** Owner understands that Broker may list other properties during the term of this  
164. Contract. Owner consents to Broker representing such other potential owners before, during, and after the expiration  
165. of this Contract.

166. **PREVIOUS AGENCY RELATIONSHIPS:** Broker, or licensee representing or assisting Owner, may have had a  
167. previous agency relationship with a potential tenant of Owner's Property. Owner acknowledges that Owner's Broker,  
168. or licensee representing or assisting Owner, is legally required to keep information regarding the ultimate price and  
169. terms the tenant would accept and the motivation for leasing confidential, if known.

170. **INDEMNIFICATION:** Broker will rely on the accuracy of the information Owner provides to Broker. Owner agrees  
171. to indemnify and hold harmless Broker from and against any and all claims, liability, damage, or loss arising from any  
172. misrepresentation, misstatement, omission of fact, or breach of a promise by Owner. Owner agrees to indemnify and  
173. hold harmless Broker from any and all claims or liability related to damage or loss to the Property or its contents, or  
174. any injury to persons in connection with the marketing or leasing of the Property. Indemnification by Owner shall not  
175. apply if the damage, loss, or injury is the result of the gross negligence or willful misconduct of the Broker.

176. **TAXES AND REGISTRATION:** Owner acknowledges that a rental property may be required to be registered with  
177. governing authorities and may be subject to a special rental classification for property taxes. Owner agrees to obtain  
178. and maintain appropriate licenses, registrations, or approvals and pay fees and taxes when due. Owner agrees to  
179. indemnify and hold Broker harmless for any such tax liability, including penalties and interest. Owner warrants that the  
180. rental of the Property violates no local, state, or federal laws or association rules.

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182. Property located at \_\_\_\_\_ .

183. **LEAD-BASED PAINT:** If any structure on the Property was built before 1978, Owner shall provide to Broker and  
184. prospective tenants a Disclosure of Lead-Based Paint and Lead-Based Paint Hazards as required by the U.S.  
185. Department of Housing and Urban Development.

186. **FAIR HOUSING NOTICE:** Owner understands that Owner shall not refuse to sell/lease, or discriminate in the terms,  
187. conditions, or privileges of sale/lease, to any person due to his/her race, color, creed, religion, national origin, sex,  
188. marital status, status with regard to public assistance, handicap (whether physical or mental), sexual orientation, or  
189. family status. Owner understands further that local ordinances may include other protected classes.

190. **ADDITIONAL NOTICES AND TERMS:** As of this date Owner has not received notices from any municipality, government  
191. agency, or unit owners' association about the Property, nor has Owner received any notice of a contract for deed  
192. cancellation or notice of mortgage foreclosure, except as disclosed in writing to Broker at the time of execution of this  
193. Contract. Owner agrees to promptly inform Broker, in writing, of any notices of such types that Owner receives during  
194. the term of this Contract.

195. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
196. transaction constitute valid, binding signatures.

197. **CONSENT FOR COMMUNICATION:** Owner authorizes Broker and its representatives to contact Owner by mail,  
198. phone, fax, e-mail, or other means of communication during the term of this Contract and anytime thereafter.

199. **OTHER:** \_\_\_\_\_

200. \_\_\_\_\_

201. \_\_\_\_\_

202. **ACCEPTED BY:** \_\_\_\_\_  
(Real Estate Company Name)

203. **BY:** \_\_\_\_\_  
(Licensee) (Date)

204. **ACCEPTED BY:** \_\_\_\_\_ **ACCEPTED BY:** \_\_\_\_\_  
(Owner) (Owner)

205. \_\_\_\_\_  
(Date) (Date)

206. \_\_\_\_\_  
(Address) (Address)

207. \_\_\_\_\_  
(Phone) (Phone)

208. \_\_\_\_\_  
(E-mail Address) (E-mail Address)

209. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN OWNER AND BROKER.**  
210. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**