

EXCLUSIVE RENTAL LISTING AGREEMENT

The undersigned ("Owner") hereby grants to _____ (Broker) the exclusive right to lease and market for lease the Property (as hereinafter defined) for lease upon the terms and conditions set forth below. Owner and hereby appoints Broker as Owner's exclusive agent authorized to market the Property to all potential tenants, including both customers and/or clients of Broker, subject to the terms of this Agreement.

The "Property" subject to this Agreement is described as follows:

Street Address _____

City _____, County _____, State _____ Zip _____

Legal Description _____

(the _____ and Parcel ID _____)

ANY ATTACHED RENTAL PROPERTY INFORMATION SHEETS ARE INCORPORATED INTO AND MADE A PART OF THIS AGREEMENT.

IT IS ILLEGAL TO DISCRIMINATE IN THE SALE OR LEASE OF REAL PROPERTY BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, NATIONAL ORIGIN, SEXUAL ORIENTATION, GENDER IDENTITY OR FAMILIAL STATUS.

1. TERM: This Agreement shall be effective for a period of time beginning on:

_____, 20____, and expiring on _____, 20____, at 11:59 p.m. unless extended by written amendment (the "Term").

2. SERVICES TO BE PROVIDED BY BROKER:

(a) Broker shall provide the following services to Owner (check all that apply):

- Advertise and marketing services described in Section 5 below;
- Show and provide tours of the Property;
- Screen potential tenants;
- Obtain credit report of potential tenants;
- Collect a security deposit in the amount of \$ _____;
- Collecting the first month's rent described under any lease agreement;
- Execute lease agreements signed by tenants;
- Perform move-in inspection reports; and,
- Other Services: _____

(b) Owner and Broker agree the Property shall be offered for lease on the following terms and conditions, or on such terms and conditions to which Owner and Broker may subsequently agree in writing:

- (i) Any tenant shall pay rent equal to \$ _____ per _____
- (ii) The term of any lease agreement shall be _____

(iii) The Property [] is [] is not occupied as of the date of this Agreement.

(iv) Owner [] does [] does not allow pets. Tenants shall pay a [] pet deposit [] non-refundable pet fee of \$_____ upon tenant's execution of the Lease

3. **DISCLOSURE:** To the extent required by law, Owner hereby specifically authorizes Broker and all cooperating brokers to disclose to potential tenants any material defects, latent or otherwise, known to Owner. Owner acknowledges that Broker and Broker's associates do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of real estate licenses promulgated by the Alabama Real Estate Commission.
4. **LEAD-BASED PAINT:** Owner represents that, to the best of Owner's knowledge, the residence or any portion thereof on the Property [] was [] was not constructed before January 1, 1978. Owner acknowledges that, if the residence was constructed prior to January 1, 1978, Owner shall provide to any potential tenant an EPA-approved lead hazard information pamphlet, make certain disclosures regarding the presence of any known lead-based paint or lead-based paint hazards on the Property and (unless the parties agree to a different period or the tenant waives his/her rights in writing) provide any potential tenant a ten (10) day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.
5. **MARKETING THE PROPERTY:** Owner [] does [] does not request that the Property be advertised and published in a multiple listing service ("MLS"). Owner [] does [] does not authorize Broker to advertise and disseminate Property information to the public. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays, digital communications marketing (e.g., email blasts), multi-brokerage listing sharing networks, and mobile applications available to the general public, including social through other print and/or electronic media. If the Property Listing is to be entered into the MLS System, Owner hereby grants Broker the right to provide timely notice of status changes to the listing to the MLS, and to provide lease information, including rent information to the MLS, upon the lease of the Property. Owner [] does [] does not grant the Broker the right to disseminate the lease information prior to final closing to a MLS.
6. **LOCKBOXES:** Owner [] grants [] does not grant Broker the authority to place a lockbox on the Property to facilitate showing and inspection of the Property during the term. Owner acknowledges and agrees that neither Broker nor Broker's associates shall be responsible for any damage to the Property or loss of personal property, except in the event of the gross negligence of Broker or Broker's associates. **OWNER ACKNOWLEDGES THAT ANY SUCH LOCKBOX IS INTENDED ONLY AS A MARKETING AID BUT IS NOT INTENDED TO SERVE AS A SECURITY DEVICE.**
CONTENT CREATION SERVICES:
- 7.
- (a) **Authorization:** Seller hereby authorizes Broker to have interior and exterior photographs and/or videos of the Property taken, and to create other digital media content (the "Content Creation Services") and have such content (the "Content") digitized, reproduced, published, transmitted, and/or disseminated and displayed in any form or manner, including and without limitation, in and through computerized MLS, television programs, internet programs, local publications, fact sheets concerning the Property, social media platforms, as well as any other use, media or means to aid in the sale or rental of Seller's Property. Seller also hereby acknowledges that potential buyers who view the Property may take photographs or videos ("Buyer Photographs") of the Property for their personal use.
- (b) Broker is the owner of all property listings data and information subject to copyrights written by Broker or its associates (the "Protected Materials"), and Broker is entitled to and shall solely own all rights to the Protected Material (including, without limitation copyright rights and all other intellectual and/or other property rights). To the extent that it could be deemed that the Seller owns any rights in or to the Protected Materials, by execution hereof the Seller agrees that such right, title, and interest owned by the Seller shall be deemed automatically assigned from Seller to Broker as of the moment of creation without the necessity of any further action on the part of either party.

- (c) Waiver of Liability: Seller hereby waives, acquits and forever releases, and agrees to defend and hold harmless, Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability whatsoever concerning any Content, Content Creation Services or Buyer Photographs relating to the Property, or the use, distribution, or display of any Content, Content Creation Services or Buyer Photographs in any form, medium or manner whether such was taken or created by a representative of the Buyer or by a potential buyer.
- (d) Seller may provide content such as photos or videos of the Property ("Seller Content") to the Broker. Seller grants to Broker a non-exclusive, perpetual, world-wide, transferable, royalty free license to sublicense (including through multiple tiers), reproduce, distribute, display, perform and create derivative works of the Seller Content. Seller warrants it has the authority to provide this license, and that Seller Content does not violate any third-party intellectual property rights or laws. Seller agrees to execute any further documents that are necessary to affect this license.

8. **BROKER COMPENSATION: THE BROKERAGE FEE DESCRIBED IN THIS SALE IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC.; CALHOUN COUNTY AREA BOARD OF REALTORS®; ST. CLAIR REALTORS® ASSOCIATION; THE TALLADEGA COUNTY BOARD OF REALTORS®, NOR BY STATE LAW, BUT IN ALL CASES IS SET BY THE BROKER AND THE SELLER.** The brokerage fee may be a flat fee amount, a percentage of the sale price, or any other lawful consideration agreed to by Broker and Seller and is negotiable.

- (a) **BROKERAGE FEE.** In this Agreement, Seller agrees to pay Broker a brokerage fee as indicated below:
 - (i) For finding a buyer, ready, willing and able to purchase the Property upon the terms herein mentioned or at any price upon terms acceptable to Seller, Seller agrees to pay Broker a brokerage fee of _____, whether buyer be secured by Broker or Seller, or by another person, or, if the Property is afterward sold within _____ days from the termination of this Agreement or extensions thereof, to any person to whom the Property has been shown by anyone including the Seller during the Listing Period. However, no brokerage fee shall be due Broker if after this listing is expired the Property is relisted with another licensed real estate broker and sold through his/her exclusive right of sale.
 - (ii) Seller agrees that the Broker may engage other Brokers to assist in marketing the Property and may share its brokerage fee with such other brokers on a basis determined solely by Broker (but shall not be required to do so under this Agreement). In any event, Seller will pay the full brokerage fee as directed by the Broker.
Seller _____ agrees _____ does not agree (check one) that the Broker shall pay a portion of the
 - (iii) brokerage fee to a broker or agent representing the Buyer of the Property. If Seller agrees, then such amount paid to a broker representing the buyer shall be _____ unless otherwise agreed in writing signed by the Seller, Broker, and the buyer's broker.

- (b) **COMMISSION EARNED ON COMPLETION OF TRANSACTION AFTER EXPIRATION.** Seller's obligation to pay the Brokerage Fee described above shall terminate upon the expiration or earlier termination of this Agreement except as described in this Section 8(b). If within _____ days (90 days if left blank) after the expiration of this Agreement (the "Good Faith Payment Period"), the Property is sold to any person whom the Property has been shown by anyone including the Seller during the Listing Period, Seller is obligated to pay the Brokerage Fee described hereinabove upon the date of the buyer's acquisition. Prior to the expiration of the Good Faith Payment Period, if Seller is contacted directly by a buyer of real property or another real estate agent or broker in regards to interest or potential interest in the Property, Seller shall immediately refer such buyer, agent or broker to Broker.

BY ENTERING INTO THIS AGREEMENT, SELLER ACKNOWLEDGES AND AGREES THAT CLIENT'S OBLIGATIONS UNDER THIS SECTION 8(B) SHALL REMAIN ENFORCEABLE AFTER THE EXPIRATION OF BROKER'S OBLIGATIONS UNDER THIS AGREEMENT. SELLER'S OBLIGATIONS DESCRIBED UNDER THIS

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SECTION 8(B) SHALL REMAIN ENFORCEABLE UNTIL THE EXPIRATION OF THE GOOD FAITH PAYMENT PERIOD.

SELLER'S INITIALS: _____

9. SECURITY DEPOSITS: All collection, handling and return of security deposits are the responsibility of Owner. Owner acknowledges and agrees that Broker has provided information found on the Alabama Uniform Residential Landlord and Tenant Act (the "Act") relating to security deposits. Owner is hereby advised to place security deposits in a trust account. Owner acknowledges that the value of any security deposit shall not exceed the value of one (1) month's rent identified under a lease agreement. Owner acknowledges Owner's obligation under the Act that within sixty (60) days after the termination of any lease agreement, any security deposit must be released to Tenant unless all or a portion of the same is withheld in compliance of the Act. If all or a portion of any security deposit is withheld in compliance of the Act, Owner acknowledges that a written notice itemizing the reason for which each portion of the amount was withheld.
10. NO OTHER AGREEMENTS: Owner and Broker acknowledge that there are no other agreements, promises or understandings either expressed or implied between them other than as specifically set forth herein. Owner warrants that there are no prior agreements on this Property (listing, sale, rental, or otherwise) that have not been terminated.
11. ATTORNEY FEES; COSTS OF LITIGATION: Owner shall be liable for any reasonable legal fees incurred by Broker in the event Broker is exposed to legal fees in pursuit of enforcing or defending its rights and obligations hereunder.
12. OWNER'S WARRANTY OF AUTHORITY, ACCURACY AND COMPLETENESS OF INFORMATION: Owner specifically represents and warrants that Owner has complete authority to lease the Property. Owner has personally reviewed this Agreement and the attached Rental Property Information Sheets and any other exhibits and acknowledges that all of the information in this Agreement, the Rental Property Information Sheets, and exhibits relating to the description and physical condition of the Property were provided by Owner and are accurate and complete to the best of Owner's knowledge. OWNER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BROKER AND BROKER'S AGENTS AGAINST AND FROM ANY LOSSES, DAMAGES, CLAIMS, SUITS OF LAW (INCLUDING COURT COSTS AND ATTORNEY'S FEES) OR OTHER COST OR EXPENSES RELATING TO OR RESULTING FROM ANY COPYRIGHT INFRINGEMENT (DIRECT, CONTRIBUTORY, OR OTHERWISE), BY ANY ENTITY, OR RESULTING FROM ANY ACTUAL OR ALLEGED INACCURACY OR INCOMPLETENESS OF THE RENTAL PROPERTY INFORMATION SHEETS CONTAINED HEREIN OR OF ANY OTHER REPRESENTATIONS, ORAL OR WRITTEN, PROVIDED BY OWNER TO BROKER AT THE DATE OF THIS LISTING AGREEMENT AS WELL AS SUBSEQUENT INFORMATION PROVIDED BY OWNER. OWNER FURTHER AGREES THAT ALL THE INFORMATION PROVIDED BY THE OWNER TO BROKER FOR MARKETING THE PROPERTY IS INCLUDED IN THIS AGREEMENT.
13. SURVEILLANCE DEVICES: WARNING - FEDERAL AND/OR STATE LAWS GOVERN OWNER'S USE OF AUDIO, VIDEO, OR OTHER TYPES OF SURVEILLANCE DEVICES ON THE PROPERTY. RECORDING AND/OR TRANSMITTING AUDIO, VIDEO, OR IMAGES DURING SHOWINGS, OPEN HOUSES, INSPECTIONS, OR OTHER SIMILAR ACTIVITIES MAY RESULT IN A VIOLATION OF FEDERAL AND/OR STATE LAWS.
14. Owner hereby indemnifies and releases Broker and its associates from any liability which may result from Owner recording or transmitting of audio, video, or images, on the Property.
COUNTERPARTS: This Agreement may be executed and delivered by any party hereto by counterparts or by any lawfully binding electronic signature platform. Such counterparts and electronic signatures shall be binding.

- 15. AGENCY: This Agreement establishes an agency relationship between Owner and Broker.
- 16. SEVERABILITY: Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event a court having jurisdiction over the parties holds any provision of this Agreement invalid or unenforceable, the parties shall negotiate in good faith to replace the invalid or unenforceable provision, if possible, with a valid provision that most closely approximates the intent and economic effect of the invalid provision. If any provision of the limitation of liability, exclusion of warranty, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate unless the parties agree to the contrary.

17. GOVERNING LAW; VENUE: The laws of the state of Alabama shall govern this Agreement and its interpretation. Any action to enforce or interpret this Agreement shall have venue in the County in Alabama where the Property is located and the parties hereby submit to personal jurisdiction in that venue.

This Agreement, including the attached Renal Property Information Sheets, and any other attached addendum or exhibits, are intended to be the legal and binding contract of all parties. If it is not fully understood, Owner should seek professional legal advice. This Agreement may not be modified or amended except by writing, which writing must be signed by both the Owner and Broker.

 Broker (Print Listing Company Name) _____ Listing Agent
 _____ Owner

Owner's Mailing Address: _____

Owner's Email: _____

Home Phone: _____

Business Phone: _____