

MLS RENTAL LISTING AGREEMENT

The undersigned _____ (hereinafter referred to as "Owner") of the Property (described below), does hereby grant to _____ (hereinafter referred to as "Broker"), the sole and exclusive right to lease the Property upon the terms and conditions set forth below, and hereby appoints Broker as exclusive agent to represent Owner as client and to market the Property to all potential tenants, including both customers and/or clients of Broker. Broker shall be deemed by law to be the author of all Property listings written by Broker or its associates, and Broker is entitled to and shall own copyright rights therein and all other intellectual or other property rights in or relating thereto. If for any reason the Broker's work product does not constitute a "work made for hire," the Owner agrees to assign and hereby does assign to Broker, its successors and assigns, all of Owner's right, title, and interest in and to the work product. Owner agrees to execute all documents reasonably requested by Broker to further evidence the foregoing assignment and to provide all reasonable assistance to Broker in perfecting and protecting Broker's rights in such work product.

The real property which is the subject of this Agreement is described as follows:

Street Address _____,

City _____, County _____, State _____ Zip _____.

Legally described as Lot _____ Block _____ Survey _____

Map Book _____ Page _____ (the "Property").

THE 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 OR FAMILIAL STATUS.

_____ (initials of Owner)

OWNER AND BROKER HEREBY RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BIRMINGHAM AREA MULTIPLE LISTING SERVICE, INC. ("MLS") AND THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., AGAINST AND FROM ANY CLAIMS, SUITS, DAMAGES, LOSSES, OR OTHER COSTS OR EXPENSES (INCLUDING COURT COSTS AND ATTORNEY'S FEES) RELATING TO, ARISING OUT OF OR IN CONNECTION WITH ANY ACTUAL OR ALLEGED INACCURATE OR INCOMPLETE INFORMATION OR UNLAWFUL RESTRICTIONS OR REMARKS REGARDING THE PROPERTY THAT IS ENTERED INTO THE MLS SYSTEM BY BROKER.

_____ (initials of Owner)

1. PERIOD OF AGREEMENT: This Agreement shall be effective for a period of time beginning on _____, 20____, and ending on _____, 20____, at 12:00 Midnight, unless the expiration date is extended in writing signed by Owner and Broker. This Agreement may be terminated by either party upon ___ days notice in writing to the other party.

2. TERMS AND CONDITIONS ON WHICH PROPERTY IS TO BE OFFERED FOR LEASE: Owner and Broker agree that 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.

- (a) Broker shall provide leasing services for the above mentioned Property, to include advertising, showing the property, screening potential tenants (including credit report), obtaining a security deposit in the amount of \$_____ and the first month's rent in the amount of \$_____, and providing the signed lease along with a move-in inspection report.

The security deposit and first month's rent shall be payable to the Owner and will not at any time be held in trust by the Broker. After the first month's rent, all rent will be collected by Owner from tenant.

- (b) The property is is not occupied.
- (c) Owner does does not allow pets. If pets are allowed, the pet fee is \$_____ and shall be paid upon execution of the lease to Owner and is is not nonrefundable.
- (d) Maintenance and repair of the Property during the term of the lease shall be in accordance with the terms of the Lease and the Alabama Uniform Residential Landlord and Tenant Act ("Landlord and Tenant Act").

3. DISCLOSURE: Owner hereby specifically authorizes Broker and all cooperating brokers to disclose to prospective tenants, to the extent required by law, any defects, latent or otherwise, known to them. Owner acknowledges that Broker and Broker's licensees do not have the responsibility to discover latent defects in the Property or to advise on matters outside the scope of their licenses.

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 will be required to provide to any 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) permit the tenant a 10-day period to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards.

5. LEASING OR RENTING THE PROPERTY:

(a) Broker agrees to use reasonable efforts in marketing the Property for rent in accordance with the terms of this Agreement. Owner gives Broker the exclusive right to place a "For Rent" or other appropriate signs on the Property if permitted by the covenants and restrictions on the Property. Owner also agrees to (i) refer all inquiries regarding the Property to Broker promptly; (ii) furnish Broker with keys to the Property; (iii) allow the use of Owner's name and Rental Property Information Sheets in marketing the Property; and (iv) make the Property available for showing during reasonable hours to prospective tenants.

(b) Owner does does not request that the Property be advertised and published in the Birmingham Area Multiple Listing Service, Inc. ("MLS") system. Owner does does not authorize Broker to advertise and disseminate property information to the public through other print and/or electronic media. If the Property listing is delivered to the MLS, Owner hereby grants Broker the right to provide timely notice of status changes to the listing to the MLS and to provide rental information including rented price to the MLS upon the rental of the Property. Owner and Broker acknowledge that the MLS is not obligated to, cannot reasonably and does not review this Agreement, the Property Information Sheets, or other such information or data provided by Owner and Broker for MLS publication for accuracy or completeness.

_____ (initials of Owner)

- (c) Owner does does not give permission for an electronic or other lockbox to be placed on the Property. If Owner gives permission for a lockbox to be used, Owner hereby agrees to release and hold harmless the MLS, the MLS brokers and their agents from all responsibility for any loss, damage or theft which might occur while the Property is listed. OWNER ALSO ACKNOWLEDGES THAT A LOCKBOX IS INTENDED ONLY AS AN AID TO MARKETING THE PROPERTY. IT IS NOT INTENDED OR DESIGNED AS A SECURITY DEVICE.

_____ (initials of Owner)

- (d) This rental agreement is governed by the provisions of the Alabama Uniform Residential Landlord And Tenant Act. Owner agrees to abide by the Alabama Uniform Residential Landlord And Tenant Act and understands that the brokerage services offered herein are solely marketing services and do not constitute any recurring management of said Property.

_____ (initials of Owner)

6. PHOTOGRAPHIC SERVICES:

- (a) Authorization: Owner hereby authorizes Broker to have interior and exterior photographs of the Property taken (the "Photographic Services") and have such photographs (the "Photographs") 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, as well as any other use, media or means to aid in the rental of the Property.
- (b) Waiver: Owner hereby waives, acquits and forever releases Broker, its officer(s), director(s), employee(s), broker(s), agent(s), and representative(s) from any responsibility or liability concerning any Photographic Services, any Photograph, or the use, distribution, or display of any Photographs in any form, media or manner.

7. BROKERAGE FEE: THE BROKERAGE FEE PAYABLE TO THE BROKER IN THIS TRANSACTION IS NOT SET BY THE BIRMINGHAM ASSOCIATION OF REALTORS®, INC., BUT IN ALL CASES IS SET BY THE BROKER AND THE OWNER. In this Agreement, Owner agrees to pay Broker a brokerage fee as indicated below:

- (a) For finding a tenant, ready, willing and able to lease the Property upon the terms herein mentioned or at any price upon terms _____ acceptable to Owner, Owner agrees to pay Broker a brokerage fee of _____, after the lease agreement is signed and the signed lease, security deposit, first month's rent and, if applicable, pet deposit are tendered to the Owner.
- (b) Owner agrees that the Broker may engage other Brokers to assist in renting 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, Owner will pay the full brokerage fee as directed by the Broker.

8. ATTORNEY FEES; COSTS OF LITIGATION: If suit is brought to collect the compensation provided herein, or if Broker successfully defends any action brought against Broker by Owner relating to this Agreement or under any sales agreement relating to the Property, and Broker prevails, Owner agrees to pay all costs incurred by Broker in connection with such action, including reasonable attorney's fees and costs.

9. SECURITY DEPOSITS: All collection, handling and return of security deposits are Owner's responsibility. Owner acknowledges that Broker has provided the information from the Alabama Uniform

Residential Landlord and Tenant Act on the provisions of the law on security deposits, and that Broker has advised Owner to place security deposits in a trust account.

- (a) Owner acknowledges that the security deposit cannot exceed the amount of one (1) month's rent.
- (b) Owner acknowledges Owner's obligation under the Landlord and Tenant Act to return to tenant within thirty-five (35) days after the termination of lease, the security deposit or a written notice itemizing the amount withheld.

10. 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 RENTAL 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 RENTAL IF THE PROPERTY IS INCLUDED IN THIS AGREEMENT.

_____ (initials of Owner)

11. Facsimile or Counterpart Signature: This Agreement may be executed and delivered by any party hereto by sending a facsimile of the signature or by a legally recognized e-signature. Such facsimile signature or legally recognized e-signature shall be binding on the party so executing it upon receipt of the signature by the other party.

This Agreement, including the attached Rental Property Information Sheets, is 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 the Broker. The Broker has the right to rescind this Agreement by written notice given within seven (7) working days of the date of this Agreement.

Broker

Owner

Date

Listing Agent

Owner

Date

_____ Owner acknowledges Receipt of this Agreement. (initials of Owner)

OWNER INFORMATION:

Owner's Mailing Address: _____

Home Phone: _____ Business Phone: _____

Email Address: _____