



EXCLUSIVE LEASE/RENTAL LISTING AGREEMENT FORM

Revised 1/23/2025

This Exclusive Lease/Rental Listing Agreement (the "Agreement") is made by and between _____ ("Lessor") and _____ ("Listing Broker") with regard to the real property commonly known as _____; Unit No. _____; City _____ County _____, MA, Zip _____ ("the Property").

Lessor intends to lease the Property for the following terms:

Term of Lease _____ Possession Date _____

Rental Amount \$ _____ Deposit Amount \$ _____ (last) \$ _____ (security)

Items included in rent: furnished; water; sewer; garbage; electricity; other _____

1. **DEFINITIONS.** For purposes of this Agreement: (a) "MLS PIN" means MLS Property Information Network, Inc., a Massachusetts business corporation, and (b) "lease" includes a lease, a rental agreement, and/or an occupancy agreement.

2. **TERM.** Lessor hereby grants to Listing Broker the sole and exclusive right to list and lease the Property from the date of mutual acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term").

3. **AGENCY.**

- a. **Pamphlet.** Lessor acknowledges receipt of the pamphlet entitled "**Massachusetts Mandatory Licensee-Consumer Relationship Disclosure Form**".
- b. **Listing Broker.** Listing Broker appoints _____ ("Listing Agent") to represent Lessor. This Agreement creates an agency relationship between Lessor and Listing Broker and any of Listing Broker's managing brokers who supervise Listing Agent ("Supervising Broker") during the Listing Term. No other brokers affiliated with Listing Broker are agents of Lessor.
- c. **Listing Broker Duties and Responsibilities.** Listing Broker shall use reasonable efforts to procure a tenant for the Property in accordance with this Agreement. Listing Broker is given authority to advertise the Property for lease, including listing the Property for lease in the MLS PIN listing service and otherwise as provided in Section 9 below. Lessor agrees to cooperate with Listing Broker's reasonable efforts to market the Property for lease and will refer all inquiries about the Property to Listing Broker.

4. **DUAL AGENCY. Listing Broker as Dual Agent.** Dual agency, or a dual agent relationship, where a broker represents both a lessor and a prospective lessee in a transaction, is allowed under Massachusetts law. However, a dual agency is only permitted if both a lessor and lessee give their informed consent to such an arrangement. Having a single dual agent may facilitate a transaction, but a dual agent must act as a neutral and will not be able to favor one party's interests over the other party's. If initialed below, Lessor consents to Listing Broker and Supervising Broker acting as dual agents in the lease of the Property to a prospective tenant that Listing Broker also represents. Lessor acknowledges that, if Listing Broker or Supervising Broker is acting as a dual agent, neither of them may advocate terms favorable to Lessor to the detriment of the prospective tenant.

Lessor	Date	Lessor	Date
--------	------	--------	------

5. **LIST DATE.** Listing Broker shall submit the Property, including the Property information and photographs of the Property (collectively, "Listing Data"), for listing and publication by MLS PIN not later than _____ ("List Date"). Lessor acknowledges that exposure of the Property to the open market through MLS PIN will increase the likelihood that Lessor will receive fair market value for leasing the Property. Lessor shall not interfere with Listing Broker's ability to market and lease the Property under the terms of this Agreement. Lessor may instruct in writing, and Listing Broker must comply with Lessor's instruction, to limit marketing by not displaying the Property address or map location on the internet, by eliminating any and all internet advertising, and by imposing specific showing requirements and other similar restrictions.

6. **FAIR HOUSING.** Lessor acknowledges that local, state, and federal housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability or any other status protected by federal or state law.

7. **COMPENSATION.** Lessor acknowledges and has been advised that there are no standard compensation rates for the lease of the Property, and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Lessor leases the Property, Lessor shall pay compensation as follows, payable upon execution of lease unless otherwise agreed by the parties:

- a. Listing Broker Brokerage Compensation:
 - (i.) a flat fee of \$ _____; or
 - (ii.) other amount _____ (describe compensation).

b. Tenant Broker Brokerage Compensation.

Lessor is not required to offer or provide compensation to brokers who represent a prospective tenant. However, Lessor may authorize Listing Broker to communicate the Lessor's offer of compensation to tenant brokers (a "Tenant Broker Fee"), who procure a ready, willing and able tenant to lease the Property. Any Tenant Broker Fee is not set by law, is fully negotiable by the parties, and shall not alter the terms of this Agreement unless the parties otherwise agree in writing. Seller hereby (select one):

- authorizes Listing Broker to communicate Lessor's offer of a Tenant Broker Fee.
- does not authorize Listing Broker to offer a Tenant Broker's Fee.

- 8. PROPERTY ACCESS AND KEYBOX.** Listing Broker may install on the Property a keybox that holds a key to the Property and that may be opened by participant brokers in MLS PIN and their agents. Unless otherwise agreed by the parties in writing, Listing Broker and other participants in and subscribers to MLS PIN shall be entitled to show the Property at all reasonable times.
- Property Access for Non-Participant Brokers. Listing Broker may be contacted by licensed brokers who are not participants in or subscribers to MLS PIN and do not have access to the keybox on the Property. Lessor authorizes; does not authorize (authorizes if not filled in) Listing Broker to provide access to the Property to licensed brokers who are not participants in or subscribers to MLS PIN. If authorized, Listing Broker shall; shall not (shall if not filled in) be required to attend any such showing.
- 9. MULTIPLE LISTING SERVICE.** Lessor authorizes Listing Broker and MLS PIN to publish and distribute the Listing Data to other participants in and subscribers to MLS PIN and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Lessor. This authorization shall survive the termination of this Agreement. Listing Broker is authorized to report the lease or rental of the Property (including price and all terms) to MLS PIN and to MLS PIN's participants and subscribers. Listing Broker may refer this listing to any other multiple listing service at Listing Broker's discretion or to a licensed broker that is not a participant in or subscriber to a multiple listing service. Listing Broker shall cooperate with all other participants in MLS PIN, participants in and subscribers to a multiple listing service to which this listing is referred, and any licensed brokers who are not participants in or subscribers to a multiple listing service. MLS PIN is an intended third-party beneficiary of this Agreement and may provide some or all of the Listing Data to its participants and subscribers and to their affiliates and third parties, without verification, without liability, and without assuming or having any responsibility under this Agreement.
- 10. PROPERTY CONDITION AND INSURANCE.** Neither Listing Broker, MLS PIN, nor any participants in or subscribers to MLS PIN or any other multiple listing service to which this listing is referred shall be responsible for, and Lessor shall indemnify and hold each of them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry to the Property by the key to the keybox and/or at open houses, except for damage or injury caused by the gross negligence or willful misconduct of any of them. Lessor is advised to notify Lessor's insurance company that the Property is listed for lease and ascertain that Lessor has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Lessor is advised to request that a "vacancy clause" be added to Lessor's insurance policy.
- 11. LESSOR'S WARRANTIES AND REPRESENTATIONS.** Lessor warrants that Lessor has the right to lease the Property on the terms herein. If Lessor provides Listing Broker with any photographs, drawings, or sketches of the Property, Lessor warrants that Lessor has the necessary rights in the photographs, drawings, or sketches to allow Listing Broker to use them as contemplated by this Agreement. Lessor shall indemnify and hold Listing Broker and other participants in and subscribers to MLS PIN harmless if any one or more of the foregoing warranties are incorrect. Lessor represents, to the best of Lessor's knowledge, that the Property information disclosed or made available to the Listing Broker, is and will be true and correct in all material aspects.

12. DISPUTE RESOLUTION. All disputes, claims or controversies arising out of or related to this Agreement shall be submitted for binding arbitration (a) upon demand of either party, to (i) the local REALTOR® association or Board of REALTORS® where the Property is located, or (ii) the American Arbitration Association for resolution in accordance with its rules before a single neutral arbitrator reasonably acceptable to the parties sitting in the city or town where the Property is located, or (b) upon mutual agreement of the parties, to another dispute resolution body or service. Each party shall pay one half of any fees and expenses related to such arbitration or dispute resolution. The results of such arbitration or dispute resolution shall be final and binding upon the parties, and either party shall have the right to enter judgement thereon in any court having jurisdiction.

12. ENTIRE AGREEMENT/GOVERNING LAW. This is a legal document that is binding on the parties and their successors and assigns. This Agreement is the final agreement between the parties, and by signing below, Lessor acknowledges that it has read the Agreement and understands its terms. This Agreement shall be governed by the laws and decisions of The Commonwealth of Massachusetts. This Agreement may only be modified by a writing signed by all parties.

14. ADDITIONAL TERMS AND CONDITIONS:

Executed under seal as of _____, 20___

[Lessor Name]

 Lessor's Signature Date

 Lessor's Signature Date

 Lessor E-mail Address

 Lessor Phone Number

 Listing Broker

 Listing Broker's Signature Date

 Listing Broker License Number

 Listing Broker License Number

 Listing Broker Email Address

 Listing Broker Phone Number